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## The Solicitors' Journal and Reporter.

LONDON, DECEMBER 4, 1886.

## CURRENT TOPICS.

NO MORE WITNESS CAUSES will be taken by Mr. Justice NORTH or Mr. Justice CHITTY during the present sittings after this week.

AMONG THE NUMEROUS fluctuations in the interlocutory business of the Chancery Division is the great decrease in the number of petitions presented to the court. During last year they numbered exactly 1,000; in 1880 they were 2,023, and in 1870 4,103. During the same period the summonses adjourned to be heard in court have increased in a corresponding ratio, though, owing to a defect in the returns, we are unable to give the figures.

IT WILL BE seen from a report of *Reeves v. Fowle*, which will be found elsewhere, that the Court of Appeal has put a final stop to a practice—which we believe has been very generally adopted by county court judges, under the Debtors Act, 1869—after an order has been made for payment by instalments and default has occurred, of making an order for committal, with a direction that the warrant thereunder should not issue so long as monthly instalments are duly paid. The Court of Appeal held that this was practically an order of commitment on failure to pay any one of the future instalments, and was in excess of the jurisdiction of the court. We regret the result of the decision, for we believe the effect of the practice has been to lessen the number of imprisonments, and that it has been, on the whole, beneficial alike to creditor and debtor.

A QUESTION which has long been a moot point among conveyancers was decided by Mr. Justice STIRLING on Saturday in *Leigh v. Leigh*—namely, whether a power to invest on “real securities” authorizes an investment on the security of a portions term. It has been the general opinion of conveyancers that a security on a term of this nature was within the power (see 2 Dav. Prec., Part 2, 460, where the author says, “A simple term of years and a term defeasible for non-payment of rent or breach of covenant [i.e., a leasehold] are both technically ‘real securities’; but the first, being a safe security, is proper for trustees; the latter, generally not being safe, is not proper”; 3 Dav. Prec. 37; *Re Chenell*, 8 Ch. D. 492); but this opinion was disapproved of in *Re Boyd's Settled Estates* (14 Ch. D. 626). In *Leigh v. Leigh* Mr. Justice STIRLING decided that a term for raising portions is not a “real security.” It is probable that a large number of investments on the mortgage of a long term have been made in reliance on Mr. DAVIDSON'S opinion, and therefore the decision is one of considerable practical importance. It should, perhaps, be remarked that it is possible that the decision might have been different if the

term had been free from any right of redemption, so as to be capable of enlargement under the Conveyancing Act, 1881, s. 65, as in this case the mortgagee could have acquired, and therefore it might be argued that his money was secured on, the fee simple.

MR. JUSTICE KAY in a lenient moment allowed a solicitor who had been discharged before trial to obtain a charging order, under 23 & 24 Vict. c. 127, s. 28, on property recovered or preserved in the action, on the ground that his exertions had been instrumental in bringing about the successful result (*Re Wadsworth*, 33 W. R. 558, 29 Ch. D. 517). The order was made subject to the lien of the succeeding solicitors. It naturally occurred to the discharged solicitor that, as he had not discharged himself, but had been discharged by his client, all the costs incurred for the same end ought to be paid *pari passu*, and as between himself and the succeeding solicitors ought to rank together. He accordingly took out a summons to have this rule applied. He was, however, met by a judgment of Vice-Chancellor WOOD, given in *Cormack v. Beisly* (3 D. G. & J., at p. 162), and stated by the reporter to be “abridged from the shorthand notes of the judgment,” in which the learned judge said that “it appeared on principle that the solicitor who last conducted the suit was the person who ought to take his costs first. Even if a solicitor was discharged by his client he could not insist upon continuing the suit in order that he might work out his lien, nor could he, probably, even then claim priority over the new solicitor who conducted the cause to an end.” As in the case in question, the solicitor had retired from the suit, these observations as to the case of a solicitor discharged by his client were merely *dicta*; but Mr. Justice KAY not only treated them as deciding the matter, but on the strength of them refused leave to appeal. He said that the rule laid down by Vice-Chancellor WOOD “had not been dissented from by the judges on the appeal.” Of course not, it might be said; there was no question of a solicitor discharged by a client before them for decision. The matter is one on which there is a good deal to be said both ways, and it is certainly to be regretted that it is not to be discussed before the Court of Appeal. In spite of Mr. Justice KAY'S statement that “there is no hardship” in the rule, we venture to think that there may be a good deal of hardship in the charge of a solicitor discharged by his client being postponed to that of the succeeding solicitor; instances are conceivable in which, while he may have done the greater part of the work, he may, by no act of his own, lose the whole or a part of his costs. On the other hand, it may, no doubt, be contended that if the succeeding solicitor does little work, his costs will be proportionately small, so that the rule does not work unfairly. Our impression, however, is that the balance of fairness is in the direction of all costs which tend to the successful result being paid *pari passu*. For the present, however, it must be taken to be settled that, whether a solicitor retires or is discharged by his client, his charge upon funds recovered or preserved in the action will be postponed to the lien of the succeeding solicitor.

AN ESTEEMED CORRESPONDENT, following the prevalent fashion, has propounded a prize puzzle, omitting, however, the prize. He asks us whether a candidate for the mayoralty, being the outgoing mayor, can preside at his own election, and, if so, whether he may give himself an original vote, and, in case of equality, a casting vote also? And he adds another problem as to whether the mayor can give like votes for an alderman. The omniscience supposed to belong to the editorial “we” being inadequate for the solution of these problems, they were referred to a learned authority on the Municipal Corporations Acts, who has favoured us with the following observations:—“The question, which is by no means an easy one, depends upon the construction of sections 15 and 61 of the Municipal Corporations Act, 1882, and rule 9 of schedule 2 of that Act. By the rule last mentioned, ‘at every meeting of the council the mayor, if present, shall be chairman,’ provision being subsequently made for supplying his place in case of absence, but in no other case. Therefore, as far as the statute law is concerned, the mayor can clearly preside in such a case, and I know of no common law rule to disqualify him, the proceedings not having such a judicial character as to

bring into application the rule that no man can be judge in his own cause. As to his voting power, the 15th section of the Act provides that 'the mayor shall be a fit person elected by the council from among the aldermen or councillors, or persons qualified to be such'; and the 61st section that 'the election of mayor shall be the first business transacted' at the quarterly meeting on the 9th of November, and that 'in case of equality of votes, the chairman, although not entitled to vote in the first instance, shall have the casting vote'; it being also provided, by rule 11 of schedule 2, as to council meetings generally, that 'in case of equality of votes the chairman shall have a second or casting vote.' Here, again, I know of no common law rule to prevent a candidate for any office from voting for himself, and yet I am met with the difficulty that the Legislature has presupposed the existence of such a rule in this case, or rather has presupposed that such a rule may operate in some instance or instances. I do not read the words "although not entitled to vote in the first instance," as an express prohibition, but only as meaning "even where not entitled," &c. It may, perhaps, have been thought by the draftsman that the rule of *Reg. v. Owens* (28 L. J. Q. B. 316) that a mayor cannot return himself as councillor, would apply to the case of a councillor voting for himself as mayor, and declaring his own election. But I cannot think that it does, and a misrecital does not alter the law (see Maxwell on Statutes, p. 381, citing *Reg. v. Haughton*, 1 E. & B. 501), and it would have been easy for the Legislature to deprive the candidate of his original vote by express words if that had been intended. On the whole, therefore, I think, though with hesitation, that the mayor has an original as well as a casting vote at his own election. The question whether the mayor can vote for an alderman depends on section 60, which provides that an outgoing alderman, although mayor-elect, shall not vote, and that 'the chairman, although, as an outgoing alderman or otherwise, not entitled to vote in the first instance, shall have the casting vote.' I think that the prohibition of an outgoing alderman from voting, 'although mayor-elect,' shews pretty conclusively that the mayor has an original vote in all ordinary cases, and the section expressly provides for the casting vote. To the words 'or otherwise' in section 60 I cannot attach any meaning, and can only suggest that they were inserted *ex abundanti cautela*.

THE DOCTRINE laid down by Lord ROMILLY in *Re Brighton Brewery Co., Hunt's case* (16 W. R. 472), that where directors of a company "have acted *bona fide*, and intended to do what was right and what they considered best for the interests of the company," the court "could not visit them with the consequences of a mere error of judgment," is misleading unless it is read in connection with the rule that directors are bound to use the same amount of prudence which, in the same circumstances, they would exercise if acting on their own behalf (*Overend, Gurney, & Co. v. Gill*, 5 H. L. 480, 494). Two cases recently decided ought to bring home to directors the danger they run in not following carefully the transactions of the company, and entering into the details of each one as though it related to their own private business. The first is *Re The Oxford Building and Investment Society*, decided by Mr. Justice KAY (*ante*, p. 46), and here the directors, being treated as quasi-trustees of the capital of the company, were held liable to repay dividends which had been improperly paid out of capital. One of the articles of association provided that no dividends should be payable except out of realized profits arising from the business of the company. The facts will be found stated in the report, and it is sufficient to say that, as to the plea that the directors had acted *bona fide*, Mr. Justice Kay followed the late Master of the Rolls in denying that the point could arise (*National Funds Assurance Co.*, 27 W. R. 302, 10 Ch. D. 126). In that case JENSEN, M.R., said that when a man, with all the circumstances before him, nevertheless did, in fact, misapply money, he could not be heard to say that he had no fraudulent intention. In the recent case the directors had the articles of association before them, and as to the meaning of "realized profits" no man of business could be in doubt. If, then, they chose to pay dividends on the chance of their being realized, this was at their own risk, and, when the company was brought to ruin, they were bound to answer for the breach of trust and make good the capital which had been paid away in the shape of dividends. This is enough by itself to shew the extreme

importance of following every transaction, inasmuch as a careless, though otherwise honest, director cannot shelter himself behind his *bona fides*. But the same lesson has been recently given still more forcibly in the Court of Appeal. This was in the case of *Firbank's Executors v. Humphreys and Others, Directors of the Charnwood Forest Railway Co.* FIRBANK was the contractor for the railway, and was to be paid in the usual way, by instalments, upon production of the engineer's certificate. But the company, after the manner of companies, had no money to pay him with, and in this difficulty they arranged with one MADISON that debenture stock should be issued to him, by means of which he was to finance the company and pay the contractor. At first FIRBANK received his instalments, but afterwards these ceased, and he pressed for an arrangement with the company directly. This the directors acceded to, and, at a board meeting at which they were all present, the company's seal was affixed to a contract by which they agreed to issue debentures to the amount of £18,000 in satisfaction of his past claims. This issue, after that already made to MADISON, exceeded the whole amount of debentures allowed by the articles, but of the fact of such over-issue the directors were not aware. There were thus only two points in the case—an actual over-issue of debentures and ignorance on the part of the directors. They tried to say that they did not know what was done at the meeting, but this the court would not listen to. Lord ESHER, M.R., in his judgment, treated the matter as a question simply of agency. The directors had, in fact, held out that they were authorized to issue debentures on behalf of the company, their principal, and inasmuch as FIRBANK, relying on this representation, had suffered loss, they were bound to make good that loss to him. Here again, therefore, it is seen that the *bona fides* of a director will not help him if he gives his assent to transactions which are not authorized by the constitution of his company. Now that the formation of companies has taken a new turn, and is going on with revived vigour, the enforcement of this principle may not be out of place.

#### CAN A CORPORATION BE SUED FOR MALICIOUS PROSECUTION?

IN the recent case of *Abrath v. North-Eastern Railway Co.* (11 App. Cas. 250), Lord Bramwell went somewhat out of his way to express, in the very strongest terms, his opinion that an action for a malicious prosecution will not lie against a corporation, mainly on the ground that a corporation is incapable of malice or motive. The remainder of the learned lords present, however, declined to express any opinion on the point, seeing that it was not really raised by the case, and had not been argued. It is a curious and somewhat interesting point. We should feel great diffidence in entertaining an opinion contrary to that expressed by so learned and weighty an authority as Lord Bramwell; but, apart from the question whether his conclusion is correct, we must say that the main piece of reasoning by which he enforces it, and for which he claims that it is demonstrative, does not seem to us so absolutely conclusive. It is very logical and very neat; but we believe it to be an example of that kind of scholastic reasoning which from time out of mind has occasionally misled English lawyers.

Shortly summed up, the steps of the argument appear to be substantially these. Malice is an essential element in an action for malicious prosecution; a corporation, being a mere legal entity or abstraction without a mind, cannot feel malice, *ergo* a corporation cannot be liable for a malicious prosecution. It seems to us that this argument is quite independent of the question whether a prosecution maliciously instituted by officials or servants can be within the scope of their authority or employment. Though Lord Bramwell does, to some extent, mix up the two questions together, it seems to us that that is quite a different point. The main line of his reasoning, as it seems to us, depends on the two propositions that malice is essential, and a corporation cannot feel malice. At first sight this chain of reasoning appears to constitute a most inextinguishable position; but, strong as it may look at first sight, when we go beyond the mere words of the propositions, and come to consider a little the realities of the case, we feel some doubt whether it is quite so strong as it looks.

To take the first proposition—viz., that malice is an essential element of an action for a malicious prosecution—no

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doubt in many cases it has been said that malice on the part of the defendants is essential, and a declaration against a corporation for causing the plaintiff to be prosecuted without reasonable or probable cause, without alleging malice on the part of the defendants, would have been held bad according to the old rules of pleading; and we have also no doubt that, in the old authorities on the subject, the actual feeling of malice in the mind of the defendant was meant; but then, on the other hand, these authorities probably all related to, and contemplated, the case of an actual natural person, where any malice must have been actual, and there would be no question of imputed malice. To say that a proposition which was originally asserted in a certain sense in relation to an actual natural person also applies in the same sense to the case of the fictitious person, a corporation, is, when it comes to be considered, the most obvious *petitio principii*. If you treat the old propositions about malicious prosecution as amounting to the major premiss that an action of malicious prosecution can never lie without a feeling of malice in a real mind of a defendant, you beg the question, because a corporation has not really a mind, and the original propositions never contemplated corporations. But the real question, when the true proposition is considered with regard to a corporation, seems to us to be whether the word "malice" is to be understood in exactly the same sense as that in which it must have been understood with regard to an actual person, or whether, as for some purposes you impute a mind to a corporation which it has not really got, you are not to impute to that mind, under certain circumstances, feelings it cannot really have. To think the question solved by saying that a corporation cannot feel malice is begging the question because it assumes that in the major premiss "malice" always means actual and never "imputed" malice; and it seems to us that this view ignores altogether the nature of the legal fiction or abstraction with regard to corporations. To carry the same line of reasoning out to its logical results would almost involve the negation of the possibility of the existence of the legal entity which *ex hypothesi* does exist. A corporation is a mere abstraction which, by the fiction of law, does acts and exercises volitions, whereas in truth it cannot do any act or exercise any volition because it does not really exist. A corporation is said to have broken and entered my close, and so committed a trespass. A trespass clearly involves an act of the will, because it would be no trespass by a person if a hurricane took him up and hurled him through another person's window. Now, a corporation cannot really have a will any more than it can feel malice; *ergo*, a corporation cannot commit a trespass. The truth is that the legal existence of a corporation involves the principle that, in many cases, the acts and volition of its directors or servants will be imputed by law to the legal entity which cannot really do any act or have any will. Again, notice can be given to a corporation. Can a corporation really receive notice any more than they can feel malice? The true question would seem to be whether, upon general considerations of expediency, the law ought, in certain cases, to impute to a corporation the malice of its officials or servants just as it imputes to the corporation the acts and volition of its servants in the case of a trespass. We are not prepared to discuss that question, and we have no settled opinion upon it; we can conceive that much might be said on both sides. What we seek to shew is that the argument of the learned lord, when realities instead of words are looked at, seems rather to collapse. We believe that the curse of the human mind is the tendency to be the slave of phrases, and that lawyers have inherited their full share of the curse. Law is, or ought to be, for the most part, based on general expediency, and thoroughly to appreciate the meaning of a rule it is always necessary to seek for the original reason for it. We take it the reason why malice was a necessary ingredient in the action for malicious prosecution was the necessity for the protection of persons who *bond fide* undertook a public duty. Looking at the matter from this point of view, what is the application of the rule to corporations? We shall develop this consideration more fully later.

One of the observations which Lord Bramwell makes appears to us to suggest some rather material considerations which tend in the direction opposite to his conclusion. He says, "it may be said 'well, but this is rather hard upon a man who has been prosecuted and improperly prosecuted.' That is to say, the corporation is innocent but its officers are guilty. But the same thing

happens in the case of an individual prosecutor. A man receives false information; he prosecutes upon that information.

It is no harder upon a man that he has no remedy against a public company which has prosecuted him when the servants of the company have been malicious than it is that there is no remedy against any individual man who has prosecuted, he having no malice, but somebody who gave him information having malice." Lord Bramwell does not, we are aware, put these cases as analogous, except so far as the hardship is concerned, but there is an obvious distinction which seems to us very material to the general question involved, bearing in mind the reason for the rule on the subject. In the second case the private individual himself actually prosecutes, the prosecution is his act; the malicious informer cannot be said to prosecute; and the person really acting acts *bond fide* in the exercise of a public duty. A more analogous case to that of the corporation would be that where a man authorized another to prosecute in his name and with his funds anyone whom the other might, in his discretion, think fit, and then that other maliciously prosecuted somebody, for the officials actually instituting the prosecution must for this purpose be supposed to be acting within the scope of their functions. A corporation can only act or think through its officials or agents; in the one case different persons entertain the malice, and do the act of prosecuting; in the other, the officials through whom the corporation acts do both. If the persons who really institute the prosecution must be considered as doing so without authority and beyond the scope of their employment as between the corporation and the person prosecuted, *cadit questio*; nice questions might perhaps arise as to the existence of authority, but the part of Lord Bramwell's argument we are discussing does not seem to us to be really based on the question of authority, it is based on the necessity for malice in the mind of the corporation, which cannot exist. It must be assumed for the purposes of that argument, that, as between the legal entity, the corporation, and the person prosecuted, the officials who really prosecuted were authorized to prosecute—in other words, that they were acting in the exercise of their official functions. Then you have the case of persons who are authorized to prosecute in the name of the corporation and apply the funds of the corporation to the prosecution. It might, we think, be argued, looking to the general principles regulating the liability of corporations, which must in all cases depend on the imputation to the corporation in law of the acts of the officials through whom alone a corporation can act, that it would be dangerous, and a great hardship to individuals, to allow the power and funds of a corporation to be applied in this way without making the corporation responsible for the motives of the authorized officials who so apply them. It seems to us this would be a greater hardship than exists in the case of the individual prosecutor suggested by Lord Bramwell. Looking to the reason of the rule as before stated—*viz.*, that it is for the protection of *bond fide* prosecutors—can a corporation be allowed to prosecute and then to say, We must be deemed to have prosecuted *bond fide* because we have no mind at all?

We have not lost sight of the fact that Lord Bramwell also argues that, in maliciously prosecuting, the officials of a corporation are necessarily acting *ultra vires*. We are quite prepared to admit that this question seems to us more substantial and more difficult. In one sense, no doubt, officials cannot be authorized to prosecute maliciously; but is that consideration conclusive? Would not that argument be equally fatal to any action against a corporation for the illegal act of its servant, such as a trespass? It is common knowledge that an act may be within the scope of the employment of a servant as between his employer and an outsider, though the employer may have expressly prohibited the act. The question is what is the general scope of the servant's functions, not his particular instructions. It is said that it is not the function of directors to prosecute maliciously, and so, also, a man does not employ his coachman to drive furiously. He employs him to drive, and yet, if he drives furiously while driving the carriage of the employer, it is as if the employer did it himself. If it is within the scope of directors' functions as between themselves and a company to order a prosecution, we do not see that the fact of the malicious motive makes it any less so; the only question seems to be whether the malice must be imputed to the company. The real question seems to be whether the shareholders, who reap the benefit of the directors'

action in acting for the company, must not also take the burthen of responsibility for the mode in which they so act. We cannot help thinking that there are passages in his judgment which shew that Lord Bramwell's mind has unconsciously been warped in this case by consideration of the scandalous manner in which juries often find verdicts against companies which they would not find against private individuals. But this has not really any bearing on the theoretical aspect of the question.

## CONCERNING SEARCHES.

### (XVII.) JUDGMENTS.

#### II. THE MODERN LAW OF JUDGMENTS (*continued*).

27 & 28 Vict. c. 112.—This statute (reciting that it is desirable to assimilate the law affecting freehold, copyhold, and leasehold estates to that affecting purely personal estates in respect of future judgments) enacts (section 1) that no judgment entered up after the 29th of July, 1864, "shall affect any land, of whatever tenure, until such land shall have been actually delivered in execution by virtue of a writ of *elegit*, or other lawful authority, in pursuance of such judgment." By section 2 "judgment" is defined as in section 5 of 23 & 24 Vict. c. 38 (*supra*), and "land" includes all hereditaments, corporeal or incorporeal, or any interest therein. By section 3 every "writ or other process of execution" by virtue whereof any land shall have been actually delivered in execution is to be registered in the name of the judgment debtor, "and no other or prior registration of such judgment shall be or be deemed necessary for any purpose." Probably, therefore, the word "registered," in section 2, defining "judgment" as including registered decrees, &c., may be disregarded. The Act does not require any such prior registration of the writ of execution as is required in cases under the Act of 1860 (*per* Cotton L.J., in *Re Pope*, 34 W. R. 693); and, though it does not profess to repeal the last-mentioned Act, it does, in effect, make it obsolete (*per* Lindley, L.J., *Ibid.*).

The words of the 1st section are not to be confined to land capable of delivery at law by the sheriff (*per* Lord Selborne, C., *Hatton v. Haywood*, 9 Ch. 233); and the statute leaves untouched all rights given by earlier Acts, except so far as it expressly takes them away, so that there is still an inchoate right to a charge under 1 & 2 Vict. c. 110, s. 13 (*ante*, p. 42) though it must now be perfected by actual delivery in execution (9 Ch. 234; 1 Dan. Ch. Pr., 6th ed., 931). The creditor can come into equity where there is an impediment to legal execution as he could before 1 & 2 Vict. c. 110 (*ante*, p. 24), and the order of the court, whether in form it be a writ of sequestration (*Re Rush*, 10 Eq. 442, L. J. Ch. 759) or the appointment of a receiver, will be a delivery in execution by lawful authority within this Act (*Hatton v. Haywood*, *ubi sup.*).

It was said (*per* Day and Wills, JJ.) in *Re Pope* (34 W. R. 654), that the word "affect" in this Act must mean "create an equitable charge," and that the word appears for the first time in 1 & 2 Vict. c. 110; and *qu.* for the same word is used in the Docket Act (*ante*, p. 25) of Wm. and M. which had reference to legal execution only.

The result of assimilating the law with respect to real estate to that relating to personal estate is that "where there is no execution there is no lien. The main purpose and object of the Act was to facilitate the transfer of land by rendering it unnecessary to make searches for judgments on the purchase of land, and the law was altered step by step with a view to giving purchasers a good title as against judgments" (*per* Hall, V.C., *Anglo-Italian Bank v. Davies*, 27 W. R. 3, 9 Ch. D. 275). As to what amounts to actual delivery in execution at law, see 30 SOLICITORS' JOURNAL, 725, and in equity, *Ibid.* 742.

Section 4 of the Act enables a creditor to whom "any land of his debtor" has been delivered in execution, and who has registered his "writ or other process of execution," to obtain "forthwith" upon petition a summary order from the Chancery Division for sale of "his debtor's interest in such land," without waiting for the expiration of a year, as was required in proceeding under 1 & 2 Vict. c. 110, s. 13 (see, as to the practice, *Seton*, 1137 *fol.*). The court is to direct inquiries "as to the nature and particulars of the debtor's interest in such

land, and his title thereto." Thus the creditor can still take only what belongs to his debtor (see *ante*, pp. 4, 42). "Of course only the debtor's interest in the land can be sold; and if any third party has an equitable claim upon the land, he is not bound by the order;" *per* James, L.J. (*Re Ogilvie*, 20 W. R. 226, 7 Ch. 174; 41 L. J. Ch. 336).

Section 5 provides that where it shall appear that any other judgment debt is a charge on such land, notice of the order for sale shall be served on the creditor entitled to the benefit of such charge, whether prior or subsequent to the charge of the petitioner. This section contemplates the existence of several judgments constituting charges on the lands; and "if there were no other mode of delivery except by the sheriff," and if there could be only one return, "there would then be a difficulty as to the existence of prior or subsequent charges, because only one charge would be possible. But if the charge can be perfected by the Court of Chancery in case of a legal obstruction, that difficulty is removed" (*per* Lord Selborne, C.: *Hatton v. Haywood*, 9 Ch. 233). Section 6 provides that every person claiming any interest in such land through or under the debtor by any means subsequent to the delivery of such land in execution, shall be bound by every order for sale under section 4, and the proceedings consequent thereon. As was pointed out by Giffard, V.C. (*Guest v. Cowbridge Railway Co.*, 17 W. R. 7, 6 Eq. 619), the old law was altered, by 1 & 2 Vict. c. 110, in favour of judgment creditors, by giving them very extended rights and remedies as against lands; and then by the subsequent statutes, noticed above, those rights were gradually contracted and cut down. Section 1 of 27 & 28 Vict. c. 112, "must mean that no judgment creditor can have any right of any kind in the shape of a lien on the land until he has got a return from the sheriff. That is pretty clear from the 3rd section" (which requires no registration of the judgment itself) whereas, under 1 & 2 Vict. c. 110, registration was necessary to give a lien (*per* Giffard, V.C., *Guest v. Cowbridge Railway Co.*, *ubi sup.*).

As was observed by the author of a paper on Searches read at the last meeting of the Incorporated Law Society (see 30 SOLICITORS' JOURNAL, p. 804), the framers of the Act (27 & 28 Vict. c. 112) appear to have assumed that actual delivery in execution is a patent fact, necessarily known to or ascertainable by all the world, and not to have contemplated the possibility of a purchase without notice after completed execution, the case which happened in *Re Pope* (34 W. R. 654, 693, 55 L. T. 268, 369; and, in C.A. only, 55 L. J. Q. B. 522). We have seen (*ante*, p. 58) that, by 2 & 3 Vict. c. 11, a purchaser without notice of a judgment, though registered before the contract, was protected against the operation of 1 & 2 Vict. c. 110, but left exposed to the remedies given by the old law, under which a moiety of certain real estates could be extended, against a purchaser without notice, upon a judgment entered up and docketed before the contract. In *Re Pope* (34 W. R. 654) the Divisional Court appear to have expressed an opinion that the modern legislation leaves untouched the effect of a completed execution, and refers only to cases in which the creditor seeks to enforce a charge on the lands, so that, if the creditor had actually seized the land in execution—whether under an *elegit* or an order appointing a receiver—a purchaser without notice would be bound, though the judgment was unregistered, so far as regards the right of the creditor to hold possession of the land and to satisfy his judgment debt out of the rents and profits, though he would not have any charge, under section 13 of 1 & 2 Vict. c. 110, unless the judgment had been registered. It is not quite clear from the reports that the learned judges in terms limited the remark as to the necessity of registering the judgment, in order to give a charge, to cases prior to 27 & 28 Vict. c. 112; but it is submitted that they must have intended so to limit it, for, as we have pointed out, section 3 of that Act expressly says that no other or prior registration of the judgment shall be, or be deemed, necessary for any purpose. It is apprehended, however, that, in cases coming within 23 & 24 Vict. c. 38, there must be both a registration of the judgment itself within five years before the contract and also registration of a writ of execution within three months before completion, in order to found a right to a charge under 1 & 2 Vict. c. 110, s. 13: see *per* Cotton, L.J., in *Re Pope* (34 W. R. 693, 55 L. T. 369):—"Under the Acts previously [to 23 & 24 Vict. c. 38] in force, a judgment did not affect the land without registration. The 23 & 24 Vict. c. 38 added that execution must be issued and registered;

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and it provided that it should not affect a purchaser unless execution was executed within three months of registration. That was a further protection to purchasers. But registration was necessary, for not only was land not affected where there was no execution of the judgment or of the writ, but where there was no registration of the judgment or writ. Then 27 & 28 Vict. c. 112 was still more in favour of purchasers. It provided that no judgment or writ should affect the land until it was delivered in execution—taking away the incumbrance of a judgment or writ of execution not executed. When the land was actually delivered in execution, did the Act require registration of the writ? I think not. The registration required by the previous Act was where land was to be affected by a judgment or writ not executed; but under the later Act the land must be actually delivered in execution, and registration was then not necessary" (i.e., unless the creditor desires to petition for a sale under section 4).

In a recent case before Bacon, V.C. (*Hewett v. Murray*, 54 L. J. Ch. 572, 52 L. T. 380), where a judgment creditor in an action for equitable execution (upon a judgment recovered in February, 1885) obtained the appointment of receiver for the purpose of creating a charge upon the debtor's property, subject to prior incumbrances, but not for the purpose of entering into possession or receiving the rents and profits, the receiver was not required to give security, the plaintiff and the receiver undertaking not to act without the leave of the court.

By R. S. C., L., 15a (R. S. C., Oct., 1884, r. 12), on applications for appointment of a receiver by way of equitable execution, the court or a judge is to have regard to the amount of the debt claimed, to the amount which may probably be obtained by the receiver, and to the probable costs of his appointment, and may direct inquiries on these or other matters.

*Discovery in aid of execution.*—If it is suspected that the debtor has an interest in lands, but the precise nature of such interest or the situation of the lands is not known, discovery in aid of execution can be obtained under R. S. C., XLII., 32 (see as to the mode of proceeding under this rule, 1 Chitty's Archb., 14th ed., p. 791).

## REVIEWS.

### COUNTY COURTS.

**THE PRACTICE OF THE COUNTY COURTS.** By J. E. DAVIS, Barrister-at-Law. SIXTH EDITION. Edited by S. M. RHODES, Barrister-at-Law. Butterworths.

Only three years elapsed between the publication of the fourth and fifth editions of this work, whereas twelve years have elapsed between the publication of the fifth and that of the present edition. Since 1874 radical changes have been made in general county court practice by the County Courts Act of 1875 and the successive consolidations of the Rules in 1875 and 1886, while numerous Acts—of which the Parliamentary Elections (Returning Officers) Act, 1875 and 1886, the Employers and Workmen Act, 1880, and the Agricultural Holdings Act, 1883, are the most important—have been thrown into the county courts additional business in connection with special subjects. The present edition, therefore, contains so much new matter that it is necessary to examine it with more than ordinary minuteness and care.

And, first, with regard to the new rules. They are all inserted, but how? We read in the preface that "generally the very words are given in the text," but that "to give the *ipsissima verba* of every rule and form would necessitate an appendix at a cost much greater than the price of official copies," so "with the aid of tables" [which are very neat and good] "and a full index, it is hoped that the volume, while portable, will prove sufficient for county court practice, whether placed in the court bag or travelling case." In the vast majority of cases, as will be seen from the differently-printed pages of the table of rules, the rules are practically printed in full or the substantial parts given, and the exceptions (see instances at pp. 184, 641, and 684) are so few that we cannot help thinking that the better course would have been to make no exceptions at all. There is no table of forms, and very few forms are printed. In respect of facility of reference it would have been much better to print the number of each rule and form in the text instead of in foot-notes.

Secondly, as to the general practice, we are glad to find that the same care and exhaustiveness which have always distinguished the book are still preserved, though in some cases the notes are perhaps a little too long, especially where extracts from judgments are given.

The latest cases appear to be inserted, and we find a reference to the important case of *Reg. v. Kettle* (55 L. J. Q. B. 470) in the index. We regret, however, that no more than two of the four current sets of reports are, so far as we have observed, referred to. As a good sample of the execution of this part of the work, we may refer to the treatment of appeals, and we may congratulate the editor on having, in a note (p. 428), successfully predicted the judicial construction of the statutes and rules which was arrived at in *Reg. v. Kettle*.

Thirdly, as to the special practice under the numerous Acts passed since 1874, we think that the Employers' Liability Act is extremely well treated. There is first a summary of the general scope of the Act, then follows an account of the liability for personal injuries apart from the Act, and then the clauses of the Act and the decisions upon them. These decisions are carefully given, though, looking to the importance of *Moyle v. Jenkins* (L. R. 8 Q. B. D. 116) and of *Keen v. Millwall Dock Co.* (L. R. 8 Q. B. D. 482), we think that these two cases might have been treated at a little more length. In dealing with the Agricultural Holdings Act the editor has not been so successful. There is no introduction or comment worthy of the name, and many sections of the Act are printed, whereas the greater number of them might have been abstracted only, and many omitted altogether, so as to bring into their due prominence the powers of the county court on appeal. A Queen's printer's copy of the Act would serve the reader's purpose nearly as well as the reprint of it which is given. Taking another instance of special practice, we are not a little surprised to find that the Parliamentary Elections (Returning Officers) Act of 1886 is quite unnoticed in connection with its parent Act of 1875, nor is there any mention of *Reg. v. Judge of Lambeth County Court* (17 Q. B. D. 96).

The index is very long, occupying 140 pages, and we are glad to be able to add that it is an extremely good one. We have not been able to detect a single omission or defect in it, except under the head of "Form," where, as only a selection of forms is printed, it might have been useful to give a reference to those selected.

As to mechanical arrangements, the book is well and clearly printed, but in shape and size it is cumbersome, and it would have been better to have divided it into two volumes, one of which might have been conveniently devoted to the general, and the other to the special, procedure.

## JURISPRUDENCE.

**THE ELEMENTS OF JURISPRUDENCE.** By T. E. HOLLAND, Barrister-at-Law. THIRD EDITION. Oxford: Clarendon Press.

Professor Holland has suggested, on page 7 of this work, a parallel between "Jurisprudence" and "Abstract Grammar," to which exception has been, he tells us, taken by Professor Pollock. We are inclined to think that the parallel is an extremely just one; and that an important lesson may be learnt from it—namely, that there is very little use in trying to teach jurisprudence to anyone who is not already pretty well acquainted with at least one system of law. No one, we take it, would venture to learn abstract grammar until he had already acquired a familiarity with the grammar of at least one language; if he did, he would be beginning at the wrong end. And we think that the same objection applies to attempting to get a knowledge of so artificial an abstraction as jurisprudence, without having first made acquaintance with some of the sources from which it is abstracted. For anyone, however, who possesses this preliminary knowledge, there is much to be gained by its study, and we do not know any better guide to that study than the book now before us; indeed the fact that it has within so short a time from its first publication reached a third edition, is a sufficient indication that it has proved a valuable addition to our legal literature. The present edition contains but few and unimportant alterations from its predecessor; such as there are, however, are improvements. The chapter on the "Analysis of a Right" has been re-arranged and expanded; some passages which in the former editions were comprised in other chapters having been transferred to it; and the discussion on the necessity of consensus to a contract is considerably expanded; Mr. Holland's view, that such consensus is not necessary, being supported with considerable acumen. We must confess, however, that we are by no means convinced that Mr. Holland is right, so far as regards English law, on this point, though the space at our disposal does not permit us to enter into any discussion of so complex a question.

## LOCAL BOARD ELECTIONS.

**THE LOCAL BOARD ELECTION MANUAL.** By the late W. G. LUMLEY, Q.C. FOURTH EDITION. By ALEXANDER MACMORRAN, Barrister-at-law. Shaw & Sons.

The application of the Corrupt Practices Act, 1884, to local board elections has made a further edition of this work, of which the last edition was issued in 1878, almost a matter of necessity. Mr. Macmorran has added a lengthy chapter on the Act of 1884, and another

on that part of the Municipal Corporations Act, 1882, which is applied to the local board elections. These chapters appear to be accurate and sufficiently full; but it would have been better that where, as is frequently the case, the very words of a statute are interspersed amongst editorial remarks, those words should have been printed between inverted commas.

#### EXECUTIVE OFFICERS.

**THE POWERS, DUTIES, AND LIABILITIES OF EXECUTIVE OFFICERS AS BETWEEN THOSE OFFICERS AND THE PUBLIC.** By A. W. CHASTER, Barrister-at-Law. William Clowes & Sons, Limited.

Mr. Chaster has discovered a new subject and has treated it with fair accuracy and completeness, though in the old fashioned style of digest of cases, and setting out in full of sections of statutes. He collects within some 300 pages the statutes and cases bearing on the relations to the public of sheriffs, high bailiffs, bailiffs, revenue officers, police, gaolers, inspectors of factories, explosives, nuisances, weights and measures, and other officers too numerous to mention. We have failed to find much expression of independent opinion upon the cases. The statutes are, we think, given at too great length; an abstract of them would, in most cases, have supplied all that is wanted and usefully decreased the bulk of the book. The index, though the sub-titles are alphabetical, is rather short and meagre, and only one set of contemporary reports is ever referred to.

#### TITHE ACTS.

**THE TITHE ACTS.** By T. H. BOLTON, Solicitor. Stevens & Sons.

This is a collection of seventeen Acts relating to tithes, prefaced by a short introduction and "observations" upon the recent Act, and followed by a good index. The observations furnish a useful commentary on the Act of last session and draw attention to the points to which evidence should be directed in the procedure before the Commissioners. The Acts, however, are printed almost without annotation, even by way of cross reference, and Mr. Bolton has, in at least one instance, printed a string of repealed sections, being sections 4-9 of the Act of 1836 (6 & 7 Will. 4, c. 71).

### CORRESPONDENCE.

#### THE REMUNERATION ORDER—LEASES.

[To the Editor of the Solicitors' Journal.]

Sir,—Most members of the profession will, I think, agree with the remarks in your last number on the case of *Re Allen*, reported in the same number under "Cases Affecting Solicitors," but I venture to ask whether you are right in taking it so entirely for granted, as you appear to do, that, where a lessee pays the entire cost of his lease, the lessor's solicitor, who prepares it, can by notice to his own client—i.e., the lessor, and behind the back of the lessee, elect that his remuneration for the lease shall not be according to the prescribed scale. This seems to have been so assumed in *Re Allen*, and it appears that the Council of the Incorporated Law Society are of the same opinion (see their Digest, &c., on the Remuneration Act, p. 17, par. 58); but I have never myself been able to acquiesce in this construction of the General Order, and one would have thought, with all deference, that the common-sense view was the right one—viz., that the notice must be given to the person called upon to pay. Certainly, this seems to me the only view which gives full effect to the interpretation of the word "client" contained in section 1 of the Remuneration Act, which must, I take it, be considered as part of the General Order (see especially the last definition of "client" in such clause).

If your construction is the right one—viz., that "client" means exclusively the person originally instructing the solicitor, there is nothing to prevent the lessor requiring the solicitor (under clause 6) to carry through the business of the lease "by special exertion in an exceptionally short space of time," and, should he do so, he would, in your view, be entitled to additional remuneration, not from the lessor, but from the lessee, which would be absurd.

Personally, I have as yet had no occasion to consider the point in actual practice, for, so far as my experience goes, the scale has been loyally accepted and acted upon both by lessors and lessees, but, as the question has—I know from others—occasionally been raised, I venture to trouble you with these few remarks, should you think fit to insert them in your paper.

29th November.

[We agree with our correspondent as to the common-sense view of the matter; but, unfortunately, common sense is the last test

which should be applied to some of the provisions of the Remuneration Order. Under clause 6 of the Order, the solicitor's "writing under his hand" must be "communicated to the client." Who, then, for the purposes of the order, is the client of a solicitor in the preparation of a lease? The answer is to be found in Schedule I, Part 2; "Lessor's solicitor for preparing, settling, and completing lease and counterpart." This interpretation is, we think, consistent with section 1 of the Act, inasmuch as the lessor is the person liable for costs in the first instance to the solicitor, if the latter has not been expressly retained by the lessee (see *Grissell v. Robinson*, 3 Bing. N. C. 10, and *Baker v. Meryweather*, 2 C. & K. 737).—Ed. S. J.]

#### MUNICIPAL CORPORATIONS ACT, 1882.

[To the Editor of the Solicitors' Journal.]

Sir,—Will you or any of your readers kindly inform me—

(1) Whether a candidate for the mayoralty, being the outgoing mayor, can preside at his own election, and, if so, whether he may give himself an original vote, and, in case of equality, a casting vote also?

(2) Whether the mayor can give an original vote, and, in case of equality, a casting vote also, for an alderman? SOLICITOR.

Nov. 30.

[See observations under head of "Current Topics."—Ed. S. J.]

### CASES OF THE WEEK.

REEVES v. FOWLE—C.A. No. 1, 1st December.

PRACTICE—COUNTY COURT—JUDGMENT SUMMONS—COMMITTAL ORDER—DIRECTION THAT WARRANT SHALL NOT ISSUE IF CERTAIN INSTALLMENTS ARE PAID—VALIDITY—DEBTORS' ACT, 1869 (32 & 33 VICT. c. 62), s. 5.

This was an appeal by the judge of the Brompton County Court from an order of the Queen's Bench Division granting a writ of prohibition, directed to the judge and the plaintiff, prohibiting them from further proceeding on and putting in force an order of commitment, dated the 4th of March, 1886, against the defendant in an action in the county court. On the 7th of January, 1886, judgment was given for the plaintiff in the action for £57 2s. 2d. inclusive of costs, and the defendant was ordered to pay it by two instalments, £30 on the 21st of January and the balance on the 21st of February. The defendant having made default in payment of the first instalment, a judgment summons was taken out by the plaintiff, and on it the county court judge on the 4th of March made an order as follows:—"Commitment ten days, suspended fourteen days." This was entered in the Commitment Summons Book. At the same time the judge gave a direction to the registrar that the warrant was not to issue if the defendant paid £4 a month. This direction was not entered in the court book. The defendant paid two of these £4 instalments, but failed to pay the third instalment, and as the warrant for commitment was going to be issued, the defendant applied for and obtained the above writ for a prohibition, on the ground that the order of the 4th of March was in excess of jurisdiction. The county court judge appealed. When the registrar was asked by the defendant's solicitor what the order of the 4th of March was, he replied as follows:—"Order made 4th of March, 1886—£4 to be paid 18th of March, 1886, and each succeeding calendar month. If not so paid warrant of commitment might be issued."

The Court dismissed the appeal. Lord Esher, M.R., said that the judges of the Superior Court, sitting at chambers, upon a summons to commit a debtor under section 5 of the Debtors' Act, 1869, could either make an immediate order of committal, if it were shown that the debtor had means to pay, or might make a new order for payment by instalments; but they could not make an order for payment by instalments, and at the same time make a commitment order if any of those instalments were not paid in the future. That had been decided by Willes, J., in *Re The Debtors' Act* (22 L. T. N. S. 666), and followed by all the judges. The county court judges exercised their jurisdiction under the same statute, and subject to the same limitations as the judges of the superior court. It was clear from the letter of the registrar of the 18th of June that he thought the direction to him was an order. The judge must have meant it to be an order, and it was acted on as such. Therefore the county court judge had, in effect, made an order on the 4th of March for payment of the debt and instalments, and at the same time made an order for commitment if any of those future instalments were not paid. The order that the commitment order should be suspended for fourteen days was within the inherent jurisdiction of the court, but the order of commitment on failure to pay any one of the future instalments was in excess of the jurisdiction of the court, and therefore illegal. The effect of allowing it might be that a debtor, after paying two or three of the instalments, might, from some unforeseen calamity, be unable to pay the next instalment, when he would be committed to prison at once, without having an opportunity of explaining his case. The order to commit could only be made upon failure to pay each instalment in arrears. The prohibition, therefore, was rightly issued. LINDLEY and LOVELL, L.J.J., concurred.—COUNSEL, Sir E. Clarke, B.G.,

Cooper Wyld, and De Colyar; Richmond; Willis, Q.C., and J. Scott Fox. SOLICITORS, R. Wright; T. J. Robinson; J. G. Dearn.

**THE QUEEN v. THE TYNE BOILER WORKS CO.—C. A. No. 1**  
29th and 30th November.

**POOR RATE—ASSESSMENT OF MANUFACTORIES—MACHINERY NOT ATTACHED, TO THE FREEHOLD.**

This was an appeal from the decision of the Divisional Court, reported 34 W. R. 531, discharging a rule nisi to quash the order of the Northumberland Quarter Sessions. It appeared from the special case that the appellants had been assessed to the poor on a gross estimated rental in respect of the land and works occupied by them of £590, the rateable value being set down at £501. It was admitted before the justices that, in arriving at the rateable value of the premises, certain machinery had been taken into consideration as enhancing the value of the premises, and that the whole of such machinery was the property of the appellants and not of the land owners. There was no intention on the part of the appellants of making such machinery part of the soil or hereditaments or permanently annexing it thereto. The machines were all capable of being, and were in fact from time to time, bought, sold, removed, and renewed as separate and distinct articles without injury to themselves or to the main structure. Some of the machinery was not physically attached to the premises at all, but rested upon them by its own weight. In other cases the machinery was attached by brick seatings or by screws fixed into concrete foundations but merely for the purpose of being steadied whilst working. The question for the court was whether, in arriving at the rateable value of the premises, such machinery had been rightly taken into consideration. It was urged for the appellants that it was impossible to take such machinery into consideration without really rating it, and that the test as to what chattels could or could not be rated was whether or not they were permanently attached to the premises so as to become part of the hereditaments.

THE COURT (LORD REHER, M.R., and LINDLEY and LOPEZ, L.JJ.), in dismissing the appeal and upholding the decision of the Divisional Court, said that the whole of the decisions appeared to be perfectly consistent, and to express the same rule as to rating though in somewhat different words. They considered that things which were on the premises for the purpose of making, and which, in fact, made, them fit as premises for the purpose for which they were used, ought to be taken into account in estimating the rateable value; or, in other words, things which, unless expressly excluded, would pass by a demise of the premises between landlord and tenant. Physical annexation had never been treated as the test, and they considered that the court of quarter sessions had rightly taken into consideration the whole of this machinery as enhancing the rateable value of the premises in question.—COUNSEL, Sir Horace Darcy, Q.C., R. T. Reid, Q.C., and Cyril Dodd; Sir R. B. Webster, A.G., W. Graham, and Hans Hamilton. SOLICITORS, Flux & Leadbitter, for Leadbitter & Horvey, Newcastle-on-Tyne; Crossman, Crossman, & Pritchard, for Kidson, McKensies, & Kidson, Sunderland.

**WILLMOTT v. THE LONDON CELLULOID CO. (LIM.)—**  
C. A. No. 2, 26th November.

**COMPANY—WINDING UP—FRAUDULENT PREFERENCE—COMPANIES ACT, 1862, s. 164.**

The main question in this case was whether, in the winding up of a company under the Companies Acts, a transaction can be set aside as a fraudulent preference at the instance, and for the benefit, of a particular class of the creditors of the company, not for the general benefit of all the creditors. Section 164 of the Companies Act, 1862, provides that "any such conveyance, . . . payment, execution, or other act relating to property as would, if made or done by or against any individual trader, be deemed, in the event of his bankruptcy, to have been made or done by way of undue or fraudulent preference of the creditors of such trader, shall, if made or done by or against any company, be deemed, in the event of such company being wound up under this Act, to have been made or done by way of undue or fraudulent preference of the creditors of such company, and shall be invalid accordingly," and the presentation of the winding-up petition is to be deemed to correspond with the act of bankruptcy in the case of an individual trader. In *Ex parte Cooper* (10 Ch. 510) it was held that the doctrine of fraudulent preference could in bankruptcy be asserted only for the benefit of the whole body of the creditors of the bankrupt. In the present case the plaintiff, a debenture-holder of the company, sought on behalf and for the benefit of himself and the other debenture-holders, to set aside a payment of £3,000 made by the company shortly before the commencement of the winding-up order to two of their directors, on account of a debt due from the company to them. Bacon, V.C., held (31 Ch. D. 495) that *Ex parte Cooper* applied, and that the payment could not be set aside for the benefit of some only of the creditors.

THE COURT OF APPEAL (COTTON, L.J., HANNEK, P., and FRY, L.J.) affirmed the decision. COTTON, L.J., said that section 164 provided that an act which would be a fraudulent preference in bankruptcy should be considered such in the winding up of a company, so that money recovered under a claim on account of fraudulent preference would be recovered for the general creditors as if it had been recovered by the trustee in bankruptcy. That the doctrine of fraudulent preference could not be taken advantage of by a mortgagee, but only for the benefit of the whole body of creditors, was decided in *Ex parte Cooper*, and the principle of that decision applied to the present case. HANNEK, P., and FRY, L.J., concurred.—COUNSEL, Warington, Q.C., and J. G. Laid; Drummell Davis; Marten, Q.C., and Ribben. SOLICITORS, F. H. Honey; E. Lee; Paterson, Snow, & Co.; Lindo & Co.

**MILLS v. MILLS—Kay, J., 29th November.**

**POWER—EXECUTION—SPECIAL POWER OVER REAL ESTATE—GENERAL DEVISE—NO REFERENCE TO POWER—WILLS ACT, ss. 24-27.**

In this case a question was raised as to which it appeared that there was no direct authority—viz., whether, since the Wills Act, a general devise operates as an execution of a special power of appointment over real estate, the testator having, both at the date of his will and at his death, no other real estate to which the general devise could apply. Under the will and codicil of Thomas Mills, who died in 1865, certain real estate was devised to the use of trustees upon trust for his son W. B. Mills for life, and after his decease upon such trusts as his son should by deed or will appoint, so only that every such appointment be made in favour of some one or more of his children or other issue born in his lifetime, and in default upon trust for such children equally. W. B. Mills, by his will dated in November, 1884, after appointing trustees and executors, devised and bequeathed all his real and personal estate not thereby otherwise disposed of, upon trust for sale and conversion, and to pay his funeral and testamentary expenses and debts and legacies, and to invest the residue and to stand possessed of £7,000, part thereof, upon trust for his wife for life, and then for his children by her or their issue as she should appoint, and in default upon trust for all his children by her, and failing such to his son and daughter by a first marriage. And as to £3,500, upon trust for that daughter, and the residue to his son. W. B. Mills died in March, 1886. He had no real estate other than that devised to him by the will of Thomas Mills, and the question was whether he had exercised the power of appointment thereby given to him. It was contended, on behalf of the son, that the power was exercised by the general devise of real estate, on the ground that, before the Wills Act, a gift of real estate, where a testator had no real estate of his own, but had a power of appointing real estate, was sufficient to pass the land subject to the power. And that although the Wills Act, by making a will speak from the death, removed the reason for this, which was that otherwise there would be nothing else upon which the devise could operate, there was nothing in the Wills Act to alter the existing rule; and that the intention of the Act was to enlarge the operation of devises and bequests. On the other hand it was contended, on behalf of the persons entitled in default of appointment, that the question of whether a power of appointment had or had not been exercised was always one of intention, whether with reference to real or to personal estate, and that as, since the Wills Act, a general devise carried after-acquired real estate, there was no longer any ground for inferring from a general devise any more than from a general bequest an intention of exercising a power of appointment. For this purpose there must in all cases be a reference either to the power or to the property subject to the power.

KAY, J., after taking time to consider the question, decided that the power had not been exercised. His lordship said that it was strange that the question had not been determined before, but that he could not discover any decision in point. The question was one of intention, and the intention of a testator could be inferred only from the words of his will and from the surrounding circumstances known to him at the date of his will, which the cases showed the court was at liberty to regard. It was noticeable here that the objects of the general devise were, to a great extent, outside the terms of the power, and the enlarged operation which the Wills Act gave to a general devise was also a very important circumstance to be considered. The testator here had, at the date of his will, no other real estate. If he had afterwards acquired any it would have passed thereby, unless the general devise could have been read as applying exclusively to the property the subject of the power, which, since the Wills Act, seemed impossible. Under the old law the reason for holding that the power was exercised was that otherwise the words could have no operation, but it could not be said now that a general devise was wholly inoperative if it passed real estate afterwards acquired, although the testator had, at the date of his will, no other real estate. In his lordship's opinion anything like a general rule for discovering intention was objectionable, and the suggestion that the Wills Act was intended to enlarge the operation of devises was fallacious, as, the reason for inferring the intention being removed by the Act, the presumption of such intention ceased. The burden of proof was on those who alleged that the power had been exercised. On the evidence, his opinion was that the testator did not intend to exercise the power.—COUNSEL, Ingle Joyce; D. B. Rogers; Crox. SOLICITORS, W. H. Mills; Watson, Newby, & Robson; Crox & Son.

**JARRET v. HUNTER.—Kay, J., 22nd and 26th November.**

**VENDOR AND PURCHASER—SPECIFIC PERFORMANCE—STATUTE OF FRAUDS—DESCRIPTION OF VENDOR—"SOLICITOR FOR THE VENDOR"—MISSTATEMENT—NAME OF REAL VENDOR APPEARING ON CONTRACT—VERBAL NOTICE TO PURCHASER.**

A contract for sale stated that the defendant was the purchaser and had paid a deposit to G. T. Lawson, and that Lawson, "as the solicitor for the vendor," and the defendant agreed to complete according to the conditions. The conditions spoke of the person selling as "the vendor," and described Lawson as the vendor's solicitor. At this time E. N. Jarret was the legal owner and Lawson the beneficial owner of the premises. The fourth condition provided that the title should commence with a conveyance, which, it was asserted, would have shown on examination that Jarret was the legal owner; and the evidence proved that before signing the contract the defendant was verbally informed that Lawson was the equitable owner.

KAY, J., said that the vendor was not sufficiently described in the contract, from the wording of which indeed it would appear that Lawson was not the vendor. The fourth condition could not be imported into the

contract, and, even if it could, the conveyance did not shew who was the vendor. Parol evidence was inadmissible, and the knowledge thus acquired by the purchaser could not make the contract valid. Action dismissed, without costs.—COUNSEL, *J. Bradford*; *E. J. Elgood*. SOLICITORS, *Hickin & Graham* for *G. S. Lawson*, Sunderland; *Stocken & Jupp* for *C. R. Walker*, Sunderland.

THE BIRMINGHAM AND DISTRICT LAND CO. v. THE LONDON AND NORTH-WESTERN RAILWAY CO.—Chitty, J., 20th November.

R. S. C., 1883, XVI., 48.—THIRD PARTY PROCEDURE—CLAIM OF INDEMNITY.

It appeared that the plaintiffs were the lessees under a building agreement under seal made in 1875, and the covenants of which were to be performed during a period which would expire in 1885. Pending an application by the defendants for power to take the land comprised in the agreement, the plaintiffs entered into a parol agreement with the lessors for extension of the period during which the building covenants were to be performed, and negotiations also took place as to alteration of the class of house to be built. In 1883 the defendants purchased from the lessors the land comprised in the agreement. In 1884 the defendants gave the plaintiffs notice to treat, and in 1886 took possession. The plaintiffs alleged that the defendants had notice of the parol agreement, but this the defendants denied, and stated that they had bought subject to the original agreement only. The plaintiffs claimed compensation and an injunction. The defendants took out a summons for leave to serve on the lessors a third-party notice under R. S. C., 1883, XVI., 48. By the affidavit in support of their summons the defendants stated that they were advised that, in the event of the plaintiffs succeeding in establishing their claim to relief in the action on the footing of the alleged parol agreement, they were entitled to be indemnified against such claim by the lessors, either by a reduction of the purchase-money payable to the lessors or otherwise; and the defendants submitted that R. S. C., 1883, XVI., 48, when providing that the defendant applying should claim to be entitled "to contribution or indemnity against a person not party to the action," did not require that the indemnity should be an indemnity in the strict legal sense, and they relied on *Carshore v. North-Eastern Railway Co.* (29 Ch. D. 344) as an authority shewing that all that was required was that the defendants should have a substantial case of relief as against third parties for the whole or part of the damages claimed in the action.

CURRY, J., said that it was not, of course, sufficient for the defendants merely to state that they claimed indemnity over, but they must shew a reasonable case upon which they might succeed upon their claim for indemnity. The court would not, however, go into the claim and decide finally whether it was well founded or not, but if it saw that there was a fair ground for putting forward the claim as a claim of indemnity, then the court should grant the requisite leave, but not otherwise. The construction put by the applicants on the rule would reduce to silence the condition contained in it that the leave of the court must be obtained. The authorities, however, shewed that the rule used the term indemnity in the sense that the defendant applying for leave must shew the court that he has a claim for indemnity on a contract, either express or implied, or a right to an indemnity founded on some rule of equity. A statement that the issue between the defendant and the third party was analogous to that between the plaintiff and defendant was not sufficient. It might have been perhaps proper that all such questions should be tried in one action. But those who framed the rule in the first instance (Rules of 1875, XVII., 17) found that it would lead to embarrassment of the plaintiff, and the rule was, therefore, modified to its present form. He was satisfied that the applicants were not entitled against the lessors to indemnity in the legal sense of the word. They had no contract, express or implied, for indemnity, nor equitable right to indemnity. He, therefore, held there was no ground for saying that the applicants were entitled to indemnity as against the lessors when they were seeking to join as third parties, and refused their application, with costs.—COUNSEL, *Ince, Q.C., and Glare*; *Esmer, Q.C., and Woodroffe*. SOLICITORS, *Mason*; *Robinson, Preston, & Store*, for *Rowlands & Co.*, Birmingham.

Re THE CAPITAL FIRE INSURANCE ASSOCIATION (LIM.)—Chitty, J., 20th November.

LIMITED COMPANY—ORDER VESTING ASSETS STANDING IN NAME OF EX-LIQUIDATOR—TRUSTEE ACT, 1850, ss. 22, 43.

In this case it appeared that a former official liquidator of the company could not be found, and was bankrupt, and that the court had appointed a liquidator in his place. A motion was made, under the Trustee Act, 1850, for an order to vest in the present liquidator a sum of Consols, part of the assets of the company standing in the name of the original liquidator as official liquidator of the company.

CURRY, J., said the court could make such a vesting order under section 22 of the Trustee Act, 1850. Such an order could be made either on petition or on motion. The better mode of procedure was, however, by petition, except in the very simplest cases. As the winding up was not terminated, there could be no claim against the fund on the part of the ex-liquidator's trustees in bankruptcy for remuneration for his services. He should, however, in making an order as prayed, direct that the order be not drawn up within a week, and that notice be served on the trustees in bankruptcy.—COUNSEL, *Hume C. Pincent*. SOLICITORS, *Fild, Roome, & Co.*

Re EDWARD NIXON—Stirling, J., 20th and 24th November.

LEGACY—EXECUTION CREDIT—SALE—RECEIVER.

This was a petition in which the question arose whether the court had

jurisdiction, in an application under section 4 of 27 & 28 Vict. c. 112, to appoint a receiver. The petitioner had, in July, 1886, recovered judgment against the debtor for £622 12s. 8d. In August he sued out a writ of *elegit*. On the 3rd of October the sheriff caused an inquiry to be made, and it was found that the debtor was seised in fee of three houses, of which the aggregate yearly rent was £82, and the houses were on the same day delivered in execution. A petition was thereupon presented for sale of the houses as having been "actually delivered in execution" under section 4 of 27 & 28 Vict. c. 112. There was also a prayer in the petition that a receiver might be appointed until the sale, and reliance was placed upon *Mason v. Westoby* (34 W. R. 498, 32 Ch. D. 206). The debtor did not appear.

STIRLING, J., made an order for sale (see the form given in *Seton* on Decrees, at p. 1140). But his lordship held, after consideration, that he had no jurisdiction to appoint a receiver upon a petition for sale under the above-named statute. He therefore refused the application, without prejudice to the right of the petitioner to apply in the action.—COUNSEL, *C. T. Mitchell*. SOLICITORS, *Simpson, Palmer, & Winder*.

WARD, LOCK, & CO. v. SCOTT—North, J., 26th November.

COPYRIGHT—INFRINGEMENT—INTERLOCUTORY INJUNCTION—MINUTE INJURY.

This was an interlocutory motion for an injunction to restrain the infringement by the defendant of the plaintiffs' copyright. The plaintiffs were the owners of the copyright in a number of poems written by Præd. The defendant published a selection of Præd's poems which contained some of those in which the plaintiffs had the copyright. The plaintiffs complained of this, and an arrangement was entered into that the defendant should discontinue the sale of his selection, and should pay the plaintiffs a royalty on the copies which he had already sold. This was done, and the defendant afterwards re-issued his selection with the omission from it of twenty-one poems which had been previously pointed out to him as subject to the plaintiffs' copyright. But the selection, as re-issued, contained eight other poems which were also subject to the plaintiffs' copyright. The plaintiffs brought this action to restrain the defendant from selling his selection as re-issued, and they now moved for an injunction until the trial. Previously to the issue of the writ the plaintiffs' solicitor had suggested that the defendant should pay a royalty to the plaintiffs. Having regard to this suggestion and to the comparatively small amount of the matter alleged to be pirated in the defendant's re-issued selection.

NORTH, J., on the undertaking of the defendant to keep an account, and to abide by any order which the court might think fit to make as to the payment of a royalty to the plaintiffs, declined to grant an interlocutory injunction.—COUNSEL, *Everitt, Q.C., and G. T. Miller*; *E. Ford*. SOLICITORS, *Ashurst, Morris, & Co.*; *Heather & Sons*.

Re GREGSON'S TRUSTS—North, J., 27th November.

PETITION FOR APPOINTMENT OF NEW TRUSTEES—APPOINTMENT OF ADDITIONAL TRUSTEES WITHOUT ANY VACANCY—TRUSTEE ACT, 1850, s. 32—CONVEYANCING ACT, 1881, s. 31 (5).

This was a petition for the appointment of a new trustee of a will in addition to two trustees appointed by the will, they being the only trustees thereby appointed. On the authority of *Re Braekensbury's Trust* (L. R. 10 Eq. 45).

NORTH, J., held that there was jurisdiction under the Trustee Act to appoint an additional trustee *simpliciter*, though there was no vacancy in the existing number of trustees to be supplied. His lordship also expressed an opinion that, under sub-section 2 of section 31 of the Conveyancing Act, 1881, which provides that, "on an appointment of a new trustee, the number of trustees may be increased," an additional trustee could not be appointed except when an appointment was being made to fill up a vacancy in the existing number of trustees.—COUNSEL, *Farwell*. SOLICITORS, *Pritchard, Englefield, & Co.*

LEIGH v. LEIGH—Stirling, J., 27th November.

"REAL SECURITIES"—INVESTMENT ON TERM OF 1,000 YEARS TO RAISE PORTIONS.

The question in this case was whether a power of investing in "real securities," enabled trustees to advance the trust funds upon the security of a portions term of 1,000 years. The will of H. B. Leigh, deceased, empowered his trustees to make certain investments in "real securities in England or Wales, but not elsewhere." The trustees of the will of H. B. Leigh, deceased, agreed, subject to the approval of the court, as the testator's estate was being administered in an action, to advance the sum of £10,300 on the security of a mortgage upon an estate valued at £80,000. Kay, J., in the administration action, directed an inquiry whether a good title could be made to the hereditaments. Mr. Casson, the conveyancing counsel before whom the title was laid, observed that the mortgagors, who were trustees of a portions term, were only empowered to mortgage for the term of 1,000 years, and stated that, unless arrangements could be made for the mortgage being in fee (which was not done), the opinion of the judge would have to be taken, and referred to the decision in *Re Boyd's Settled Estates* (14 Ch. D. 626). The point now came before Stirling, J., to whom the action had been transferred.

STIRLING, J., refused to allow the investment to be made, as he was unable to regard the long term as a "real security."—COUNSEL, *Methold*; *Bulcher*. SOLICITORS, *Gregory, Rowcliffe, & Co.*; *Loew & Co.*

OLLEY v. FISHER—North, J., 30th November.

RECTIFICATION OF WRITTEN EXECUTORY AGREEMENT—MISTAKE—ADMISSION OF PAROL EVIDENCE—SPECIFIC PERFORMANCE OF AGREEMENT AS RECTIFIED—STATUTE OF FRAUDS.

This was an action for the rectification of a written agreement, and for damages for the breach by the defendant of the agreement as rectified. The agreement as it stood provided for the building by the plaintiff, within nine months from its date, of six houses on a piece of land belonging to the defendant, and that, within three months from the completion of the houses, the defendant would build a bridge over a river. He also agreed to grant the plaintiff a lease at a certain rent. The plaintiff alleged that the agreement really entered into was that he should build four houses, and that, by a mistake for which the defendant was responsible, the word "six" had been written in the agreement. The defendant had not built the bridge within three months from the completion of the four houses. The plaintiff asked to have the agreement rectified by substituting the word "four" for "six," and he claimed damages for the non-building of the bridge by the defendant. The defendant alleged that the real agreement was for the building of six houses on the land, and that he had committed no default in not building the bridge. He did not plead the Statute of Frauds. On behalf of the defendant it was contended that parol evidence could not be admitted to vary the terms of a written executory contract, and that, at any rate, the plaintiff could not in one action obtain rectification of the agreement and relief in the nature of specific performance of the agreement as rectified; and it was urged that the doctrine of part performance did not apply when the possession of the plaintiff was referable to, and consistent with, the written agreement.

NORTH, J., held that parol evidence was admissible. He said that he did not feel the slightest difficulty in admitting evidence for the purpose of shewing that the word "six" in the agreement ought to have been written "four," nor, if he should hold that the agreement ought to be rectified, the case being one in which the Statute of Frauds was not pleaded, or could, by reason of the part performance, be pleaded, in going on to give consequential relief on the footing of the agreement as rectified, on the principle pointed out in *Fry on Specific Performance* (2nd ed.), par. 799. COUNSEL, *Cooms-Hardy, Q.C.*; and *C. Easton Jolliffe; Cookson, Q.C.*, and *Bush, Q.C.* SOLICITORS, *Hepburn, Son, & Cutcliffe; H. S. Winnett.*

Re HETHERINGTON'S TRUSTS—North, J., 29th November.

APPOINTMENT OF NEW TRUSTEES—DISTINCT SETS OF TRUSTEES—TRUSTEE ACT, 1850—CONVEYANCING ACT, 1882, s. 5.

This was a petition for the appointment of new trustees of a will on the retirement of the only surviving trustee. Part of the trust property was given on trust for J. for life, with remainder to her daughter at twenty-one, with remainder as J. should appoint, with remainders over. Another part of the property was given on trust for J. for life, with remainder to her daughter at twenty-one; with remainder in trust for E. and M. at twenty-one, with benefit of survivorship, with remainders over. Another part of the property was given on trust for E. and M. in equal shares, with benefit of survivorship in case of death under twenty-one, with remainders over. Another part of the property was given on trust for M. at twenty-one, with remainder on trust for E. at twenty-one, with remainder on the trusts declared of the first part of the property for J. and her daughter, with remainder over. The daughter of J. was under twenty-one; E. had attained twenty-one, but M. was under twenty-one. The petition asked for the appointment of A. and B. as trustees of the will as to those parts of the property in which J. and her daughter were primarily interested, and for the appointment of B. and C. as trustees as to those parts of the property in which E. and M. were primarily interested.

NORTH, J., at first felt some doubt whether the trusts could be said to be "distinct," inasmuch as in certain events the trusts of different parts of the property would become identical, but ultimately he made the appointment asked for.—COUNSEL, *Waggett; F. Bagehawe; G. Miller.* SOLICITORS, *Van Sandau & Co.; Mason & Son.*

LEAMINGTON PRIORS GAS CO. v. DAVIS.—Q. B. Div., 26th November.

GASWORKS—ACCOUNTS—SPECIAL AND GENERAL ACTS.

The question in this case was as to whether the special Act under which the appellant company was formed had been repealed as to the regulations as to keeping the annual statement of account by section 35 of the Gasworks Clauses Act of 1871. By section 3 of the special Act of 1865 the company were bound to make up their accounts to a certain date and publish them in some newspaper, and also to transmit a copy to the clerk of the peace for the county of Warwick. Other and very different regulations are provided by the Gasworks Clauses Act of 1847, under which undertakers of gasworks have to furnish to any applicant a copy of their annual statement of account on demand at their office. That Act was incorporated in the special Act, save in so far as it was inconsistent with it. By section 1 of the Gasworks Clauses Act, 1871, that Act and the Gasworks Clauses Act of 1847, are to be construed together, and the provisions of the Act of 1871 are to repeal and supersede such of the provisions of the earlier Act as are inconsistent with those of the latter. It was contended that the provisions of the Act of 1871, as to furnishing a statement of the accounts to applicants similar to those of the Act of 1847, were binding upon the company, and that a neglect of these provisions had rendered them liable to certain penalties. The justices for

the borough of Leamington, on information preferred by the respondent, convicted the company. On appeal from that decision,

THE COURT (STEPHEN and A. L. SMITH, JJ.) held that the provisions of the special Act had not been repealed by the Gasworks Clauses Act of 1871. A definite provision had been made by the special Act and that fact rendered the case distinguishable from the case of *Dudley Gas Light Co. v. Warrington* (29 W. R. 680), where there were no special provisions as to accounts contained in the special Act. Their lordships reversed the decision and quashed the conviction.—COUNSEL, *Shiress Will, Q.C.*; *Dugdale, Q.C.*, and *Noble.* SOLICITORS, *Henry Tyrrell for H. C. Puseman, Leamington; Gregory, Rowcliffe, & Co.*

REG. v. JUDGE OF THE CITY OF LONDON COURT.—Q. B. Div., 26th November.

COUNTY COURT—COSTS ON HIGHER SCALE—CERTIFICATE.

This was an application for a prohibition to the judge of the City of London Court, and a question arose as to the sufficiency of a certificate for costs on the higher scale given by that judge. An action had been brought for goods sold and delivered, and was twice tried, once before the judge alone and afterwards by the judge with a jury. The defendant obtained a verdict and judgment on both occasions, and the judge certified finally as follows:—"Costs on the higher scale. Question of character." The plaintiff applied for a prohibition to the Divisional Court, and the matter was sent back to the judge below, the court desiring further information. Thereupon the judge of the City of London Court sent up a statement of his reasons to the effect that he "considered it a question of general or public importance that a defendant accused practically of swearing falsely should not be punished in costs while he succeeded on the merits." The learned judge added that "he intended to certify under 45 & 46 Vict. c. 57, s. 5, as well as under the London (City) Small Debts Extension Act, 1852."

THE COURT (STEPHEN and A. L. SMITH, JJ.) held that the certificate was insufficient. STEPHEN, J., said that the statute 45 & 46 Vict. c. 57, s. 5, permitted a certificate for costs on the higher scale to be given when there was a novel or difficult point of law involved, or when the question was of general or public importance. It could not be said that it was a question of public importance whether a defendant in such an action had spoken the truth. Probably the only certificate which could satisfy the court would be one which followed the exact words of the statute. Whether such a certificate could be upset on affidavit the learned judge declined to say. A. L. SMITH, J., concurred.—COUNSEL, *Stephen Lynch.* SOLICITOR, *Meekin.*

BRITISH MARINE ASSOCIATION v. MACINNES—Q. B. Div., 29th November.

SERVICE OUT OF THE JURISDICTION—DEFENDANT RESIDENT IN SCOTLAND—INJUNCTION.

This was an application for leave to serve a writ out of the jurisdiction. The proposed action was one by underwriters against a policy-holder, claiming a declaration that the policy was void on the ground of fraud, and asking for an injunction to restrain the defendant from taking any proceedings on the policy. The defendant resided in Scotland. Day, J., made an order giving leave to the plaintiff to serve a writ in Scotland. Subsequently Field, J., rescinded the order, and set aside the writ issued under it. It was argued, on behalf of the plaintiffs, that they were entitled to leave to serve a writ out of the jurisdiction under R. S. C., 1883, ord. 11, r. 1, sub-section (f). It was necessary for underwriters to take the initiative in cases like this: *Lisbon-Derby Gold Field Co. v. Boddie*, 52 L. T. N. S. 796, and *Tacier v. Hawkins*, 15 Q. B. D. 650, were relied on.

THE COURT dismissed the appeal. HUBBLESTON, B., said the main question was whether this sort of claim came within ord. 11, r. 1, sub-section (f). The words of the sub-section might seem to suggest that it would sometimes apply to such a claim as this. But the cases cited differed from the present case. There the plaintiffs were threatened with imminent danger, in one case of having a winding-up petition presented, in the other the publication of libellous post-cards. But here there was no impending danger or threat of damage. It was an action of *quædam finis*, because at some time an action may be brought. MANRIFT, J., said it was clear that this case did not come within sub-section (f), which applied where an injunction was sought as to anything to be done within the jurisdiction, but what the plaintiff here sought to restrain was something which may be done without the jurisdiction. It could not be intended that they should restrain the defendant from bringing an action in England and yet leave him free to proceed in Scotland.—COUNSEL, *J. G. Barnes; Hollands.* SOLICITORS, *Steeles & Jupp; Waltons, Bull, & Johnson.*

FLEMING v. FLEMING AND LEMON—P. D. &amp; A. D., 30th November.

DIVORCE—CUSTODY OF CHILDREN—GUARDIANSHIP OF INFANTS ACT, 1886 (49 &amp; 50 VICT. c. 27), s. 5.

This was an application by a wife for an order giving her the custody of her two daughters, of the respective ages of four and two years. The husband and wife were living apart, and cross-petitions for dissolution of the marriage were now pending. The children were in the care of their father's unmarried sister, who was head mistress of a board school at Woolwich, and it was alleged that she was absent from home during the greater part of the day, leaving the children in the care of her younger sister. On the other hand, it was alleged by the husband that the wife, being now engaged in the management of a public-house in London, ought not to have the custody of the children while the suits were pend-

ing. The counsel for the husband relied upon the provisions of section 5 of the Guardianship of Infants Act, 1886 (49 & 50 Vict. c. 27), which authorizes the court "on the application of the mother of any infant," to "make such order as it may think fit regarding the custody of such infant, and the right of access thereto of either parent, having regard to the welfare of the infant and to the conduct of the parties, and to the wishes as well of the mother as of the father." *Barnes v. Barnes and Beaumont* (16 W. R. 283, 1 P. & D. 463) was referred to.

BUTT, J., said it was clear that the section relied upon had no bearing on the case, as it could not affect the discretion of the court in dealing with questions as to custody of children in pending divorce suits. He declined to make any order for the removal of the children from their aunt's custody.—COUNSELL, *Witt*; MAN. SOLICITORS, *Hanbury, Hutton, & Whitting*; R. B. Barrett.

#### BANKRUPTCY CASES.

*Ex parte TAYLOR, Re GOLDSMID*—C. A. No. 1, 26th November.

BANKRUPTCY—FRAUDULENT PREFERENCE—MOTIVE OF DEBTOR—BANKRUPTCY ACT, 1883, s. 43.

In this case a question arose on the construction of section 43 of the Bankruptcy Act, 1883, which provides that "Every conveyance or transfer of property, or charge thereon made, every payment made . . . by any person unable to pay his debts as they become due from his own money in favour of any creditor . . . with a view of giving such creditor a preference over the other creditors, shall, if the person making . . . the same is adjudged bankrupt on a bankruptcy petition presented within three months after the date of making . . . the same, be deemed fraudulent and void as against the trustee in the bankruptcy." In the present case the bankrupt was a stockbroker, and he had, in December, 1884, been employed by the trustees of a marriage settlement, one of whom was T., his own solicitor, to sell some securities and re-invest the proceeds of sale in other specified securities. The bankrupt effected the sale and received the purchase-money, but the re-purchase was not completed because, as the bankrupt represented, and as was really the fact, the jobber with whom he had contracted was not able at once to procure the required stock. On the 26th of March T. had an interview with the bankrupt, in the course of which he admitted that he had misappropriated some securities which had been in his hands as one of the trustees of a will, and that he had obtained money from his bankers by means of transfers which he had forged. On learning this T. told the bankrupt that he could not trust his statement as to the reason for the non-completion of the re-investment of the purchase-money of the securities which he had sold for the trustees of the marriage settlement, and demanded immediate payment of the purchase-money, threatening that, if it was not paid, he would at once issue a summons against the bankrupt before the Lord Mayor. The bankrupt thereupon gave T. a cheque for £3,000. On the 28th of March the bankrupt committed an act of bankruptcy by absconding from his place of business, and on the 21st of April he was adjudicated a bankrupt on a petition presented on the 8th of April. The trustee in the bankruptcy sought to set aside the payment of the £3,000 as a fraudulent preference, and also on the ground that it was made with notice to T. of a prior act of bankruptcy, that act of bankruptcy being the execution by the bankrupt on the 23rd of March of a mortgage to T. by way of security to him in respect of a breach of trust which the bankrupt had committed by misappropriating some bonds which had been in his possession as co-trustee with T. of another will. The execution of this mortgage was said to be a fraudulent preference, and, therefore, an act of bankruptcy. Cave, J., refused to set aside the payment of the £3,000 on either ground, and the Court of Appeal (Lord Esher, M.R., and Lindley and Lopes, L.JJ.) affirmed the decision. It was argued on behalf of the trustee that, under section 43, as interpreted by *Ex parte Griffith* (23 Ch. D. 69), the court has not now to inquire into the motives of a debtor who makes a payment which is alleged to be a fraudulent preference, but that, if the debtor is insolvent and the effect of the payment is to prefer the creditor, the payment is void as a fraudulent preference whatever the debtor's actual motive may have been.

Lord Esher, M.R., said that the effect of this argument was to strike out of section 43 the words, "with a view of giving a preference." It was essential that the payment should be made with the view of giving a preference—that is, with the intent to give a preference. The court must look at the debtor's mind and try to find out what his intent was, and in order to do that it could not throw over the tests which had previously to the Act been adopted by great judges. The court must take into account the fact that the debtor was threatened with something which he did not like, in order to see whether he paid the creditor to get rid of that thing, or simply to prefer him to the other creditors. The court must take into account his intention to repair the evil he had done, and, if that was the predominant motive in his mind, the court could hardly say that he intended to prefer the creditor. He did it to satisfy his own conscience. It was impossible to lay down all the matters that should be taken into account. Here the bankrupt, when he paid the £3,000 to T., was in a position of danger, when exposure was imminent. He was threatened with a criminal prosecution. He made the payment, not to prefer T., but to get rid of that exposure and danger with which he was threatened. The payment, therefore, was not a fraudulent preference. As to the deed of the 23rd of March the bankrupt, as trustee, had been guilty of gross and fraudulent breaches of trust. The relation between him and T. was not that of debtor and creditor, but that of defalcating trustee and honest co-trustee. Therefore the case, as to this deed, was not within section 43 at all. LINDLEY, L.J., said that *Ex parte*

*Stubbins* (17 Ch. D. 58), shewed that, if a debtor voluntarily made good trust money which he had misapplied, the payment could not be set aside as a fraudulent preference. LOPES, L.J., concurred.—COUNSELL, *Horton Smith, Q.C., and Whinney*; COOPER WILLIS, Q.C., and *Yate Lee*. SOLICITORS, *Gregory, Roucliffes, & Co.*; S. F. Taylor.

*Ex parte CARR, Re CARR*—C. A. No. 1, 26th November.

BANKRUPTCY—RECEIVING ORDER—RESCISSION—DISCRETION OF REGISTRAR—STAT OF PROCEEDINGS—BANKRUPTCY ACT, 1883, ss. 104, 109.

This was an appeal from two orders made by Mr. Registrar Giffard—the one refusing to discharge a receiving order which had been made against C., and the other refusing an application for a stay of all proceedings under the order. The first application was made under section 104 of the Bankruptcy Act, 1883; the second was made under section 109. Section 104 provides that "every court having jurisdiction in bankruptcy under this Act may review, rescind, or vary any order made by it in its bankruptcy jurisdiction"; and by section 109, "The Court may at any time, for sufficient reason, make an order staying the proceedings under a bankruptcy petition, either altogether or for a limited time, on such terms and subject to such conditions as the court may think just." The debtor had been engaged in building operations. A receiving order was made against him on the 2nd of November. There had been 167 bankruptcy petitions against him, but 152 of them had been dismissed before the 2nd of November, and three others had been adjourned *sine die*. Ten were appointed to come on for hearing on the 2nd of November, and two to come on on the 12th and 19th of November respectively. The debts amounted in all to about £150,000. On the 2nd of November eight out of the ten petitioning creditors were content to have their petitions dismissed if all the ten were dismissed, while the other two wished for time. The registrar made a receiving order, refusing to grant an adjournment which was asked for. An appeal from this order was dismissed on the 12th of November. Subsequently to this the debts of the ten petitioning creditors were satisfied, and on the 15th of November an application was made to the registrar to rescind the receiving order, when all the petitioning creditors, except the three whose petitions had been adjourned *sine die*, consented, creditors to the amount of £100,000 consenting to the application. The other creditors had not then had any notice of the application. On the 22nd of November the registrar refused to rescind the receiving order, on the ground that the consent of all the creditors ought to have been obtained, and he also refused a subsequent application by the debtor for a stay of all proceedings under the receiving order for two months, in order that the consent of the other creditors might be obtained. The consent of creditors to the amount of £136,700 had by this time been obtained. Before the hearing of the present appeal the consent of creditors to the amount of £143,000 out of £150,000 had been obtained to the rescission of the receiving order. There only remained creditors to the amount of £7,000, the number of whom exceeded thirty. The debtor's assets consisted almost entirely of houses, which were mortgaged, the mortgages being in most cases in possession.

THE COURT (Lord Esher, M.R., and LINDLEY and LOPES, L.JJ.) held that the registrar was right in refusing to rescind the receiving order, but they granted a partial stay of proceedings under the order. Lord Esher, M.R., said that it was not alleged that the receiving order was wrongly made. The registrar, when asked to rescind the order, was exercising a judicial discretion in the matter, and the court ought not to interfere unless it was clear that that discretion had been wrongly exercised. The registrar did not intend to say that unless all the creditors consented he could not, as a matter of law, in any case rescind the order, but he only refused, under the circumstances of the present case, to rescind it. His lordship was of opinion that it was not essential, as an absolute rule applicable to every case, that the consent of every creditor must be obtained before a receiving order could be rescinded, but in the circumstances of the present case he thought the registrar was right. It was startling to find creditors to the amount of £143,000 consenting, with nothing to rely upon except the promise of the debtor. It was the duty of the court not to accede to every rash wish of creditors. Creditors to the extent of £7,000 had not consented, and had had no notice of the application, and the registrar was right in refusing to rescind the receiving order without any notice to them. The effect of staying all the proceedings under the receiving order would be to give the debtor absolute control over his property, when he might mortgage it further. It would, however, be hard on the debtor if he had not the opportunity of obtaining the consent of the other creditors, and applying to the registrar again. The court would pursue a middle course, and would stay all advertisements in the *Gazette* for two months, the result of which would be to stay the first meeting of the creditors. In this way the official receiver would still be able to exercise his powers for the benefit of the creditors and to protect the property, and all unnecessary publicity would be avoided. LINDLEY, L.J., said that it would not be right in this case to rescind the receiving order, which was made for the benefit of all the creditors, without giving notice to the creditors for the £7,000. If the court stayed all proceedings it would paralyze the action of the official receiver, and the best course was to stay all advertisements for two months, with liberty to any party to apply to the registrar. LOPES, L.J., concurred.—COUNSELL, *Sir Edward Clarke, S.G., and F. Cooper Willis*; ATHERLEY JONES. SOLICITORS, *Golding, Mitchell, & Phillips*; Hurford & Taylor.

On the 25th inst. Mr. Justice Kekewich announced that none of the cases in his new list would be taken before Monday, the 6th of December. There would not necessarily be taken then, but they would not be taken before that date.

## LEGAL NEWS.

## APPOINTMENTS.

Mr. Justice STEPHEN has been elected Treasurer of the Inner Temple for the ensuing year.

Mr. LUIGI CANADO, LL.D., has been appointed one of Her Majesty's Judges for the Island of Malta.

Mr. Justice STIRLING and Mr. Justice KNEEWELL have received the honour of Knighthood.

Mr. ARTHUR GRIFFITH POYER LEWIS, barrister, has been appointed a Magistrate for the town and county of the town of Haverfordwest. Mr. Lewis is the only son of the Right Rev. Richard Lewis, D.D., Bishop of Llandaff, and was born in 1848. He was educated at Eton and at University College, Oxford. He was called to the bar at Lincoln's-inn in Michaelmas Term, 1873, and he practises on the South Wales and Chester Circuit, and at the Glamorgan, Pembroke, and Carmarthen Sessions. Mr. Lewis is registrar of the diocese of Llandaff, and official of the Archdeaconry of St. David's.

Mr. THOMAS HENRY BELCHER, solicitor, of Cardiff and Penarth, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. MATTHEW RICHTON WEBB, solicitor (of the firm of Webb & Sons), of Barbican-chambers, Barbican, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. JAPHETH TUCKLE, solicitor, of 4, Grocers' Hall-court, has been elected a Common Councilman for the Ward of Cheap.

Mr. GEORGE ENGLAND, solicitor, of Gools and Howden, has been appointed Clerk to the Gools School Board. Mr. England was admitted a solicitor in 1866.

Mr. HENRY ANDREWS, solicitor (of the firm of Tindall & Andrews), 18, Essex-street, Strand, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

## PARTNERSHIP DISSOLVED.

CHARLES EDMUND BAKER, FRANCIS JOSEPH WEBSTER, and ARTHUR HENRY BATTCOCK (Baker, Webster, & Battcock), 22, Great George-street, Westminster, Solicitors and Parliamentary Agents. Nov. 1.

[Gazette, Nov. 26.]

## GENERAL.

Mr. Henry Matthews, M.P., was entertained at dinner on Wednesday in the Inner Temple-hall by the members of the Oxford Circuit on his appointment as Home Secretary. Mr. Staveley Hill, Q.C., M.P., presided, and was supported, among others, by Mr. Baron Huddleston, and Sir Henry James, M.P.

The following are the circuits chosen by the judges for the ensuing winter assizes, which are expected to commence about the 11th of January next—viz., South-Eastern Circuit, Grove, J.; Home Circuit, Denman, J.; Western Circuit, Denman and Mathew, JJ.; Midland Circuit, Field, J., and Huddleston, B.; Oxford Circuit, Manisty and Grantham, JJ.; Northern Circuit, Hawkins and A. L. Smith, JJ.; North Wales Circuit, Stephen, J.; South Wales Circuit, Wills, J.; North-Eastern Circuit, Cave and Day, JJ.

The following appointments have been made by the Council of Legal Education, for the year ending the 10th of January, 1888:—Jurisprudence, including International Law, Public and Private—Roman Law—and Constitutional Law and Legal History—Joint Professors, Frederic Harrison, Esq., James Bryce, Esq.; Joint Examiners, W. A. Hunter, Esq., J. E. O. Munro, Esq. Equity—Professor, H. A. Giffard, Esq., Q.C.; Examiner, Wm. Speed, Esq., Q.C. The Law of Real and Personal Property—Professor, Thos. C. Wright, Esq.; Examiner, C. J. Elton, Esq., Q.C. The Common Law—Professor, Frederick Pollock, Esq.; Examiner, R. G. Arbutnot, Esq.

It is stated that application is intended to be made in the ensuing session of Parliament for an Act to authorize the Commissioners of Works to acquire, by compulsory purchase or otherwise, certain lands and buildings in the parish of St. Clement Danes, and to construct on the site buildings to be used as offices in connection with the Bankruptcy Court, or such other purposes as may be necessary for the public service, and as may be prescribed by the Treasury or by the intended Act. The property to be acquired is described as lying to the south of King's College Hospital, and bounded respectively on the north-east by Carey-street, on the south-east in part by vacant ground belonging to the commissioners, and forming part of the site acquired for the Royal Courts of Justice, and in part by Clement's-inn chambers; on the south-west in part by Clement's-inn gardens and chambers, and in part by buildings on the south-side of Clement's-inn passage; on the north-west in part by the south-east wall of the vestry-hall of the parish of St. Clement Danes, and in part by property belonging to and occupied by the buildings of King's College Hospital; and on the north by property also belonging to the hospital and similarly occupied.

Applications are invited for an issue of 30,000 preference and 30,000 ordinary shares of £5 each of the Thames, Medway, and Orwell Steam Navigation Co. (Limited). The company is formed to provide an entirely new fleet of passenger steamers, fitted with all modern appliances and improvements, for the traffic on the River Thames. The preference shares will be entitled to a cumulative preferential dividend of 5 per cent. payable out of the profits of the company.

## COURT PAPERS.

## SUPREME COURT OF JUDICATURE.

## ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 1.	APPEAL COURT No. 2.	MR. JUSTICE MAY.	MR. JUSTICE CHITTY.
Mon., Dec. 6	Mr. Pugh	Mr. Kneewell	Mr. Lavin	Mr. Carrington
Tuesday .. 7	Lavin	Cloves	Pugh	Jackson
Wednesday .. 8	Boal	Koe	Lavin	Carrington
Thursday .. 9	Leach	Cloves	Pugh	Jackson
Friday .. 10	King	Koe	Lavin	Carrington
Saturday .. 11	Godfrey	Cloves	Pugh	Jackson
		Mr. Justice NORTH.	Mr. Justice STIRLING.	Mr. Justice KNEEWELL.
Monday, December .. 6	Mr. Godfrey	Mr. Ward	Mr. Leach	
Tuesday .. 7	King	Pemberton	Boal	
Wednesday .. 8	Godfrey	Ward	Leach	
Thursday .. 9	King	Pemberton	Boal	
Friday .. 10	Godfrey	Ward	Leach	
Saturday .. 11	King	Pemberton	Boal	

## WINDING UP NOTICES.

London Gazette.—FRIDAY, NOV. 20.

## JOINT STOCK COMPANIES.

## LIMITED IN CHANCERY.

AREBOROUGH SLATE AND SLAB CO., LIMITED.—Petition for winding up, presented Nov. 20, directed to be heard before Chitty, J., on Dec. 4. Carr & Son, Road Lane, solicitors for petitioner.

ALEXANDRA (NEWPORT) DOCK AND MAINTENANCE CO., LIMITED.—By an order made by North, J., dated Nov. 20, it was ordered that the company be wound up. White, Gracechurch st., solicitor for petitioner.

GITTENS, LICKFOLD, & CO., LIMITED.—North, J., has fixed Thursday, Dec. 9, at 11, at his chambers, for the appointment of an official liquidator.

LIVERPOOL AND ISLE OF MAN STEAMSHIP CO., LIMITED.—Ray, J., has fixed Dec. 7, at 11, at his chambers, for the appointment of an official liquidator.

NATIONAL TRUST CO., LIMITED.—North, J., has fixed Thursday, Dec. 9, at 11, at his chambers, for the appointment of an official liquidator.

PATENT IVORY MANUFACTURING CO., LIMITED.—By an order made by Bacon, V.C., dated Nov. 5, it was ordered that the company be wound up. Solomon, Finsbury pavement, solicitor for petitioner.

PRIERSON PRESS AGENCY CO., LIMITED.—Stirling, J., has fixed Wednesday, Dec. 8, at 11, at his chambers, for the appointment of an official liquidator.

## COUNTY PALATINE OF LANCASTER.

## UNLIMITED IN CHANCERY.

No. 1 RAILWAY HOTEL BENEFIT BUILDING SOCIETY.—It being discovered that the registered name of the society is the No. 1 Railway Hotel Benefit Building Society, and not the No. 1 Railway Hotel Benefit Building, Acornington, his Honour has, by an order dated Nov. 8, directed that the said petition should be amended as to the name of the society, and be advertised again, and that the order for winding up should be drawn up at the expiration of seven days after such advertisement. Slater & Sons, Manchester, agents for Hall & Co., Acornington, solicitors for the joint official liquidators and the petitioner.

## FRIENDLY SOCIETIES DISSOLVED.

HUSBANDS BOSWORTH INDUSTRIAL AND PROVIDENT SOCIETY, LIMITED, Husbands Bosworth, Leicester. Nov. 23.

NORTHAMPTON EQUITABLE FRIENDLY INSTITUTION, 50, Broad st., Northampton. Nov. 19.

MIDLAND SICK AND BENEFIT AND PHILANTHROPIC SOCIETY OF HAIRDRESSERS, White Horse Hotel, Congreve st., Birmingham. Nov. 21.

MUTUAL BENEFIT SOCIETY, Sun Inn, Waterbeach, Cambridge. Nov. 24.

WHO WOULD HAVE THOUGHT IT FAREWELL SOCIETY, Old Bush Inn, Level st., Brierley hill, Kingswinford, Stafford. Nov. 22.

## JOINT STOCK COMPANIES.

London Gazette.—TUESDAY, NOV. 20.

## LIMITED IN CHANCERY.

DIRECT MEAT SUPPLY, LIMITED.—Stirling, J., has fixed Dec. 8, at 11, at his chambers, for the appointment of an official liquidator.

NOTTINGHAM MALLEABLE IRON CO., LIMITED.—By an order made by Stirling, J., dated Nov. 20, it was ordered that the company be wound up. Solomon & Co., Southampton st., Bloomsbury sq., agents for Toynbee & Co., Lincoln, solicitors for petitioner.

THOMAS BURNETT & CO., LIMITED.—Creditors are required, on or before Dec. 20, to send their names and addresses, and the particulars of their debts or claims, to Cecil Berry, 6, Arthur st., E., Friday, Jan. 7, at 11, is appointed for hearing and adjudicating upon the debts and claims.

TRAMWAYS TRUST CO., LIMITED.—Creditors are required, on or before Jan. 11, to send their names and addresses, and the particulars of their debts or claims, to Baker Philip Daniels, 57, Moorgate st., Tuesday, Feb. 1, at 11, is appointed for hearing and adjudicating upon the debts and claims.

WHEELER HORSE SHOE AND NAIL CO., LIMITED.—Petition for winding up, presented Nov. 20, directed to be heard before North, J., on Nov. 28. Kemp & Co., Queen st. place, Cannon st., solicitors for petitioner.

## FRIENDLY SOCIETIES DISSOLVED.

LOVE AND UNITY FEMALE BENEFIT SOCIETY, Red Lion Inn, Red Lion st., Redditch, Worcester. Nov. 25.

UNITED FRIENDLY SOCIETY, Star Inn, Guildford, Surrey. Nov. 25.

## CREDITORS' NOTICES.

## CREDITORS UNDER ESTATES IN CHANCERY.

## LAST DAY OF CLAIM.

London Gazette.—FRIDAY, NOV. 19.

BUTTON, JOHN WALTER, Fore st., Licensed Victualler. Dec. 11. Fowler v. Button, North, J. Pease, Grocers' Hall of Fidelity.

POOL, HENRY JAMES, Comberton, Cambridgeshire, Farmer. Dec. 21. Poole v. Poole, North, J. Symonds, Cambridge.

DAVEY, JOHN, Oversay, Lincoln, Farmer. Jan. 8. Davey v. Davey, North, J. Rhodes, Market Rasen.

PLANE, DAVIDSON, South Ormsby, Norfolk, Baker. Dec. 21. Davey v. Plane, Chitty, J. Linay, Norwich.

## UNDER 22 &amp; 23 VICT. CAP. 35.

## LAST DAY OF CLAIM.

London Gazette.—FRIDAY, NOV. 12.

ARNOLD, JAMES, Darlington La Fayette, Worcester, U.S.A., Primitive Methodist Minister. Dec. 15. Hutton & Son, Birmingham.

BRAUMONT, JOHN AUGUSTUS, Stratton st, Piccadilly, Esq. Jan 15. Burton & Co, Lincoln's inn fields  
 BRETHER, CHARLOTTE, Devonport. Dec 18. Trefusis Smith & Benett, Devonport  
 BENSON, PATRICK, Luton, Bedford, Retired Surgeon. Dec 13. Cooke, Luton  
 BIRNEY, ELIZABETH, Roberts pl, St Dover st, Surrey. Dec 31. Guillaume & Sons, Salisbury sq, Fleet st  
 BIRNEY, ROBERT, Newington, Gent. Dec 31. Guillaume & Sons, Salisbury sq  
 BISHOP, CHARLES, Oxford, Esq. Dec 25. Prior & Co, Lincoln's inn fields  
 BRODIE, WILLIAM, Maidstone, Newspaper Proprietor. Dec 20. Burch, Exeter  
 BUTTERWORTH, SARAH, Bury, Lancaster. Dec 21. Henry Todd, Manchester  
 COWIE, HUGH, Surbiton hill, Surrey, Q.C. Jan 31. Pollock & Co, Lincoln's inn fields  
 DAVISON, CHRISTOPHER, Newcastle upon Tyne, Gent. Dec 31. Mather & Co, Newcastle upon Tyne  
 FOWLER, MARY, Scarborough. Jan 4. Allison & Allison, Louth  
 HAMMETT, WILLIAM, Plymouth, Retired Beerhouse Keeper. Nov 30. Earl, Stonehouse  
 HANPINSON, EDWARD MITFORD, Craven hotel, Craven st. Dec 9. Hallett & Spottiswoode, Craven st  
 HARVEY, ANNIE ISABELLA, Greenwich. Dec 10. Lockyer, High st, Deptford  
 HOCKLEY, ALICE, Goldsmith rd, Acton. Dec 31. Tiltard, Lombard st  
 HUME, ELIZABETH CHRISTIANA, Devonshire st, Islington. Dec 20. Boulton & Co, Northampton sq  
 JORDAN, WILLIAM, Nettleton, Lincoln, Farmer. Dec 1. Cousins, Caistor  
 KEE, ROBERT PRESTON, Liverpool, Seedsman. Dec 20. Masters & Rogers, Liverpool  
 MORSE, the Rev FRANCIS, St Mary's Vicarage, Nottingham. Dec 15. Morse, Lime st sq  
 PARK, MARY ANN, Larkhall lane, Clapham. Dec 1. Henry Albert Brett, 20, Herne hill rd  
 PEAL, REBECCA, Canterbury. Dec 24. Farley, Canterbury  
 RAMSDEN, BETTY, Hebers, nr Middleton, Lancaster. Dec 31. Henry Todd, Manchester  
 RICHARDSON, CHARLES, Landport, Portsmouth, Tea Merchant. Dec 10. Bolitho, Portsea  
 RODEWALD, FREDERICK, Feldheim, Wimbledon common, Esq. Dec 31. Clarke & Co, Gresham house, Old Broad st  
 ROOTH, BENJAMIN, Chesterfield, Derby, Farmer. Dec 22. Gratton & Marsden, Chesterfield  
 THOMP, ELIZABETH MARY ANN, Oxted, Surrey. Dec 20. Terrell & Atkinson, Gracchurch st  
 WISE, JAMES FOWNES NORTON, Rostellan Castle, Cork, Esq. Dec 20. Clarke & Co, Gresham house, Old Broad st  
 London Gazette.—TUESDAY, Nov. 16.  
 ASHTON, JANE URSULA, Rutland st, Stepney. Nov 27. Jennings & Son, Leadenhall st  
 BLAKE, GEORGE, Bath, Plumber. Dec 21. Rooke, Bath  
 CHIDEST, JOHN, Wootton, Hants, Esq. Dec 30. Underwood & Piper, Holles st, Cavendish sq  
 CLARKE, THOMAS, Eden Mount, Stanwix, Cumberland, Esq. Dec 25. Wannop, Carlisle  
 COLLETT, MILDERED, Hovsham, Sussex, Baker. Dec 8. Medwin & Co, Hovsham  
 COPPIN, CHARLES, Dagenham, Essex, Farmer. Dec 13. Hunt & Co, St Swithin's lane  
 CROSLAND, EDWARD HENRY, Liverpool, Chartered Accountant. Nov 30. Kitchingman, Liverpool  
 FARRAR, MARY, Halifax. Dec 11. Ingram & Huntriss, Halifax  
 FRANCIS, ANN, Hartfield rd, South Wimbledon, Baker. Dec 23. Letts Brothers, Bartlett's bldgs  
 HALLIST, JOHN FORD, Morton st, Pimlico, Licensed Victualler. Dec 31. Farnfield, Lower Thames st  
 HAWLEY, EDGAR WILKINS, Fitzroy st, Fitzroy sq, Artist. Dec 25. Davies, Sherborne lane  
 HARRISON, ANN, Woodhouse, Leeds. Dec 31. Middleton & Sons, Leeds  
 HICK, ANN, Shadwell, near Leeds, Ironmonger. Dec 31. Middleton & Sons, Leeds  
 HOBDOCK, SIMON, Pendlebury, Lancaster, Colliery Manager. Dec 4. Bowden & Walker, Manchester  
 HUDSON, JOHN, Bowling, Bradford, Innkeeper. Dec 15. Freeman, Bradford  
 KRAMET, MARY ANN, William st, Lowndes sq. Jan 31. Thrupp, New Bond st  
 KENWORTHY, ANNIE, Great Malvern. Jan 1. Wadson & Malleon, Austin Friars  
 KRAUSE, SINGHMUND, Rasinghall st, Merchant. Jan 1. Harris, Coleman st  
 JARVIS, GEORGE, Reading, Licensed Victualler. Dec 10. Beale & Martin, Reading  
 JOHNSON, JOHN, Fenchurch st, Merchant. Dec 13. Van Sandau & Co, King st, Cheapside  
 MADGWICK, MARY, Weston super Mare. Dec 20. Danger & Cartwright, Bristol  
 MARYAN, ROBERT, St Thomas' rd, South Hackney, Gent. Dec 12. Burney, Borough High st, London Bridge  
 MORRIS, CHARLES JOHN, Larkhall lane, Clapham, Licensed Victualler. Dec 24. Pownall & Co, Staple inn, Holborn  
 SCAPPE, MARY, Newington, Kingston upon Hull. Dec 15. Walker & Harland, Hull  
 STOCKDALE, RICHARD, Heaton, near Bolton, Gent. Jan 3. Brown & Blackfield, Skipton  
 WERN, THOMAS, Wellington, Salop, Gooert. Feb 12. Knowles & Littlewood, Wellington  
 WHITFIELD, RICHARD FOUCHER, Bath, Gent. Dec 31. Rooke, Bath  
 WHEEN, THOMAS, Thunbridge, Herts, Yeoman. Dec 18. Hunt, Ware  
 London Gazette.—FRIDAY, Nov. 19.  
 ANINGER, Lady ELIZABETH, Brighton. Dec 31. Fitzhugh & Co, Brighton  
 ADAMS, CALWALLADER COKER, Ansty, Warwick, Clerk. Dec 20. Prior & Co, Lincoln's inn fields  
 ADDYMAN, ROBERT, Leeds, Merchant. Jan 20. Addyman & Kaye, Leeds  
 ALDER, JANE, Edgwy, Surrey. Dec 15. Fattor & Fattor, Wardrobe pl, Doctors' commons  
 ARCHER, CATHERINE, Woolton, nr Liverpool. Dec 31. Bateson & Co, Liverpool  
 ASHMORE, MARY MATILDA, Cheltenham. Dec 16. Moore, Warwick  
 BIRD, EDWARD RAY, Thorsfield, Hartford, Farmer. Jan 1. Bird, Romford  
 BROOKLEY, MICHAEL, Hovsham, Sussex, Retired Watchmaker. Dec 25. Carter Morrison, Reigate  
 BROWN, JAMES, Croydon, Surrey, Farmer. Dec 25. Carter Morrison, Reigate  
 BROWN, RICHARD, Eastbourne, Sussex, Yeoman. Dec 25. Carter Morrison, Reigate  
 BROWN, CHARLES, Wymondham, Norfolk, Farmer. Jan 1. Whites & Pomeroy, Wymondham

CHALK, JOHN CHARLES, Brighton, Solicitor. Dec 25. Carter Morrison, Reigate  
 CLEGG, THOMAS, Hook, York, Gent. Jan 1. Clark, Snaith  
 COLEMAN, WILLIAM, Sutton, Surrey, Veterinary Surgeon. Dec 25. Carter Morrison, Reigate  
 CRANDOCK, JOSEPH, Bourton on the Water, Gloucestershire, Gent. Feb 1. Ward & Co, Northleach  
 DAULEY, ALICE, Otley, York. Dec 1. Fawcett & Sinclair, Otley  
 DOWDALL, CATHERINE, Brecknock rd, Camden rd. Dec 20. Herbert, Cork st, Burlington gdns  
 DUNDAS, JAMES DUNHAM, Albemarle st, Retired Major General. Dec 20. Turner, Sackville st, Piccadilly  
 GETHING, HENRY, Queen Victoria st, Solicitor. Dec 21. Hughes & Co, New Broad st  
 GOULDER, THOMAS, Batley, Chester, Farmer. Dec 24. Fred May, Macclesfield  
 HAMLIN, ROBERT, Tunbridge Wells, Retired Shopkeeper. Dec 25. Carter Morrison, Reigate  
 HEWITT, WILLIAM, Sundridge, Kent, Farmer. Dec 25. Carter Morrison, Reigate  
 INGRAM, WILLIAM, Keston, Kent. Jan 31. Crowther, Chancery lane  
 JAMES, CATHERINE, Runcorn, Chester, Confectioner. Dec 4. Hitchen, Runcorn  
 LITTLE, JOSEPH, Widnes, Lancaster, Draper. Dec 31. Moss & Sharpe, Chester  
 MITCHELL, RICHARD, Thornton, Craven, York, Gentleman's Servant. Dec 12. Carr & Son, Colne  
 REECE, JOHN, Trafford, Chester, Esq. Dec 31. Parry & Co, Chester  
 SAUTER, GEORGE, Augusta st, Poplar. Dec 15. Kennett, Leytonstone  
 SHARP, ANN, Kingston upon Hull. Jan 1. Babington, Hull  
 SMITH, GEORGE KNIGHTS, Eastbourne, Wholesale Furrier. Dec 31. Barker Booth, Gray's inn sq  
 STACEY, WILLIAM, Merstham, Surrey, Miller. Dec 25. Carter Morrison, Reigate  
 STANBRIDGE, HANNAH, Reigate, Surrey. Dec 25. Carter Morrison, Reigate  
 THICKETT, BENJAMIN, Healey, Table Blade Forger. Dec 18. Taylor, Sheffield  
 TWEET, RICHARD TYLER, Horsmonden, Kent, Yeoman. Nov 30. Hinds & Son, Goudhurst  
 WAINWRIGHT, ZACHARIAH, Rotherham, York, Publican. Dec 29. Oxley & Coward, Rotherham  
 WALTON, ORIEL FARNELL, Twickenham, Captain Yeomanry Cavalry. Jan 1. Girdlestone, Albany ct yd, Piccadilly

London Gazette.—TUESDAY, Nov. 23, 1886.  
 BALL, JOHN, Middlesex st, Aldgate. Dec 23. Smith & Son, Furnival's inn, Holborn  
 BOOTHBY, BENJAMIN, Hanley, Stafford, Surgeon. Dec 30. Challinors, Hanley  
 BRAGGE, WILLIAM, Handsworth, Stafford. Dec 31. Jeffery Parr, Birmingham  
 CAMPBELL, ANNE, Buscot park, Berks. Jan 18. Clarke & Co, Gresham house, Old Broad st  
 DAWSON, WILLIAM, Hanley, Stafford, Licensed Victualler. Jan 22. Bishop, Hanley  
 GAMGEE, JOSEPH SAMSON, Birmingham, Surgeon. Jan 7. Mathews & Co, Birmingham  
 GIBAUD, RICHARD HERVE, Furnival's inn, Gent. Jan 1. Lovell & Co, Gray's inn square  
 GOOD, KATHARINE, Earley crescent, South Kensington. Dec 31. Young & Co, St Mildred's ct, Poultry  
 HALL, CHARLES, Gillingham st, Pimlico, out of business. Dec 31. Laundry & Co, Cecil st, Strand  
 HARBANT, THOMAS EDWARD, Stamford st, Blackfriars, Tobaccoconist. Dec 31. Greening, Fenchurch st  
 HIND, THOMAS, Hatcham, Kent, Esq. Dec 7. Wild & Co, Ironmonger lane, Cheapside  
 HOOPER, MARY, Mauldeth hall, Lancaster. Dec 31. Houseman, Prince's st Westminster  
 JACKSON, JAMES, Catterall house, nr Garstang, Lancaster, Cattle Dealer. Dec 20. Clarke, Preston  
 KIRKMAN, LOUISA MARY, Huddersfield. Jan 1. Fox, Plymouth  
 KILBURN, RICHARD, Leeds, Ironfounder. Dec 31. Craven, Leeds  
 KITE, JAMES, Camberwell New rd, Engineer. Dec 31. Wild & Co, Ironmonger lane, Cheapside  
 LAMBERT, WILLIAM ANTHONY, Cheetham hill, Manchester, Poulterer. Dec 20. Frankland Alderson, Manchester  
 LAYTON, ROBERT, Bielby, York, Joiner. Jan 6. Robson, Pocklington  
 LEY, FRANK COATS, Bristol, Gent. Jan 1. Gwynn & Gwynn, Bristol  
 MUZIO, JAMES, Queen Victoria st, Chartered Accountant. Dec 13. Monckton & Co, Lincoln's inn fields  
 SHAW, GEORGE, Leeds, Butcher. Dec 7. Shaw & Wade, Leeds  
 TOMLINSON, RICHARD, Weaver, nr Middlewich, Chester, Farmer. Dec 13. Poulton, Crewe  
 VARYILL, MICHAEL, the elder, York, Lead Merchant. Jan 8. Wilkinson, York  
 WAKLEY, JAMES GOODCHILD, Bedford st, Strand, Doctor of Medicine. Jan 15. Potter & Co, King st, Cheapside  
 WILLIAMS, EDWARD, Middlesbrough, York, Ironmaster. Feb 17. Belk & Cochrane, Middlesbrough

FREE, TWO GUINEAS, for a sanitary inspection and report on a London dwelling-house. Country surveys by arrangement. The Sanitary Engineering and Ventilation Company, 115, Victoria-street, Westminster. Prospectus free.—[ADV.]

FURNISH ON NORMAN & STACEY'S SYSTEM; No Deposit; 1, 2, or 3 years credit; 60 wholesale firms. Offices, 79, Queen Victoria-st., E.C. Branches at 121, Pall Mall, S.W., & 9, Liverpool-st., E.C. Goods delivered free.—[ADV.]

#### BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Nov. 25, 1886.

#### RECEIVING ORDERS.

BARNARD, ALFRED, Fleet st, Advertising Agent. High Court. Pet Nov 22. Ord Nov 23  
 BASSETT, JAMES, Coverdale rd, Uxbridge rd, Gent. High Court. Pet Oct 22. Ord Nov 23  
 BAYFORD, ALFRED, Westwick, Yorks, Farmer. Northallerton. Pet Nov 23. Ord Nov 24  
 BRADLEY, GEORGE, Salford, Lancashire, Auctioneer. Salford. Pet Nov 22. Ord Nov 23  
 BRAWN, JAMES, St Chad, Lichfield, Farmer. Walsall. Pet Nov 23. Ord Nov 24  
 BROWN, WILLIAM, Nottingham, Fruiterer. Nottingham. Pet Nov 23. Ord Nov 23  
 BUDDEN, GEORGE EDWARD, Landport, Hampshire, Bootseller. Portsmouth. Pet Nov 17. Ord Nov 17

CLEMERSON, HENRY, Ilkeston, Derby, Painter. Derby. Pet Nov 23. Ord Nov 23.  
 COLEMAN, JOHN, Udimore, Sussex, Farmer. Hastings. Pet Nov 24. Ord Nov 24.  
 COOK, HENRY, Carisbrooke, Isle of Wight, Brickmaker. Newport and Ryde. Pet Nov 23. Ord Nov 23.  
 COOPER, WALTER, Ramsey, Huntingdonshire, Baker. Peterborough. Pet Nov 22. Ord Nov 22.  
 COWLEY, HENRY, Allington, nr Chippenham, Agricultural Machine Proprietor. Bath. Pet Nov 22. Ord Nov 22.  
 CRONIN, JOHN JOSEPH, Penzance, Cornwall, Boot Maker. Truro. Pet Nov 18. Ord Nov 23.  
 DAWSON, HENRY, Mansfield, Nottinghamshire, Saddler. Nottingham. Pet Nov 24. Ord Nov 24.  
 DURANT, LUKE LEO, Southwark st, Hardware Merchant. High Court. Pet Nov 19. Ord Nov 23.  
 DYER, WILLIAM JAMES, Newport, Isle of Wight, Coach Maker. Newport and Ryde. Pet Nov 23. Ord Nov 22.  
 EADY, GEORGE, Liverpool, Boot Dealer. Liverpool. Pet Nov 24. Ord Nov 24.  
 EVANS, Enoch, Treorkey, Glamorganshire, Grocer. Pontypidd. Pet Nov 22. Ord Nov 22.  
 FRANK, E., Redcross st, Goods Importer. High Court. Pet Nov 8. Ord Nov 24.  
 GELLENDER, JAMES WILLIAM, Newcastle on Tyne, Florist. Newcastle on Tyne. Pet Nov 23. Ord Nov 23.  
 GREEN, STEWART, & Co., Liverpool, Merchants. Liverpool. Pet Nov 11. Ord Nov 23.  
 GREGORY, JOHN, New Basford, Nottingham, Traveller. Nottingham. Pet Nov 23. Ord Nov 23.  
 GRIFFITHS, ELIZA, Liverpool, Fruit Dealer. Liverpool. Pet Nov 19. Ord Nov 23.  
 HODGES, WILLIAM HENRY, Much Marcle, Hereford, Blacksmith. Worcester. Pet Nov 24. Ord Nov 23.  
 HOLEHOUSE, TOM, and WILLIAM HOLEHOUSE, Chesterfield, Bootmakers. Chesterfield. Pet Nov 23. Ord Nov 23.  
 HOPKINS, HENRY, and LEVI HARDY, Bournemouth, Builders. Poole. Pet Nov 22. Ord Nov 23.  
 HURT, CHARLES WILLIAM, Handsworth, Stafford, Jeweller. Birmingham. Pet Nov 23. Ord Nov 23.  
 JACOBOWICZ, FABIAN, Milner sq, Islington, Diamond Merchant. High Court. Pet Oct 22. Ord Nov 24.  
 KERSHAW, WRIGHT, Kingston upon Hull, Mineral Water Manufacturer. Kingston upon Hull. Pet Nov 23. Ord Nov 23.  
 LAW, HENRY, Queen Anne's gate, W., Civil Engineer. High Court. Pet Nov 23. Ord Nov 23.  
 LITTLEWOOD, GEORGE FREDERICK, Sheffield, Licensed Victualler. Sheffield. Pet Nov 22. Ord Nov 23.  
 MAKEPIECE, WILLIAM HENRY, Gt Yarmouth, Tailor. Gt Yarmouth. Pet Nov 23. Ord Nov 23.  
 PARKER, DAVID, Rotherfield, Sussex, Grocer. Tonbridge Wells. Pet Nov 22. Ord Nov 23.  
 PEARSON, ROBERT, Walton, Yorks, Joiner. York. Pet Nov 22. Ord Nov 22.  
 PEMBLETON, SAMUEL, Arnold, Nottingham, Hosier. Nottingham. Pet Nov 23. Ord Nov 23.  
 PETERS, WILLIAM HENRY, Cheddar, Somerset, Coal Merchant. Wells. Pet Nov 24. Ord Nov 24.  
 ROUSE, JOHN MORRIS, and EDWARD CLARKE, Stamford, Lincolnshire, Builders. Peterborough. Pet Nov 23. Ord Nov 24.  
 SHARP, THOMAS, Newcastle on Tyne, Painter. Newcastle on Tyne. Pet Nov 22. Ord Nov 22.  
 SMITH, WILLIAM SHALDEN, Overbury, Alton, Hants, Major. Winchester. Pet Nov 24. Ord Nov 24.  
 STEVENS, JESSIE, Seaton, Kent, Farmer. Canterbury. Pet Nov 23. Ord Nov 24.  
 STOCKS, ALFRED, and ROBERT HICKINGBOTHAM, Nottingham, Joiners. Nottingham. Pet Nov 22. Ord Nov 22.  
 STONE, WILLIAM, Birmingham, Grocer. Birmingham. Pet Nov 24. Ord Nov 24.  
 TANTON, JOHN, address unknown, Farmer. Scarborough. Pet Nov 1. Ord Nov 24.  
 TAYLOR, GEORGE HENRY, and ALLEN TAYLOR, Nottingham, Spinners. Nottingham. Pet Nov 22. Ord Nov 22.  
 TAYLOR, JOHN RICHARD, Vanbrugh park rd West, Blackheath, Manager. Greenwich. Pet Oct 23. Ord Nov 23.  
 THORNE, WILLIAM, Bournemouth, Ironmonger. Poole. Pet Nov 8. Ord Nov 22.  
 TREVELLION, C. H., Lewisham rd, Glass Dealer. Greenwich. Pet Nov 5. Ord Nov 23.  
 WALKER, JOHN, Taddington, Derbyshire, Farmer. Derby. Pet Nov 23. Ord Nov 22.  
 The following amended notice is substituted for that published in the London Gazette of Nov. 18.

## FIRST MEETINGS.

AKKMAN, THOMAS ARMILL, Birmingham, Baker. Birmingham. Pet Nov 17. Ord Nov 17.  
 AINSLEY, ANDREW, Leeds, Builder. Dec 3 at 12. Off Rec, 32, Park row, Leeds.  
 AKKMAN, THOMAS ARMILL, Birmingham, Baker. Dec 10 at 11. Luke Jesson Sharp, Off Rec, Birmingham.  
 ALLEN, ALICE, Bristol, Portmanteau Manufacturer. Dec 4 at 12. Off Rec, Bank chbrs, Bristol.  
 ARMISTEAD, HENRY, Hookmoorwike, Yorks, Wool Dealer. Dec 3 at 4. Off Rec, Bank chbrs, Batley.  
 BAGOT, ARTHUR GREVILLE, Pall Mall, Gent. Dec 3 at 12. 33, Carey st, Lincoln's inn.  
 BAXTER, CHARLES ALBERT, Stourbridge, Worcestershire, Corn Merchant. Dec 6 at 12. Off Rec, Liverpool.  
 BIRNS, GEORGE EDWARD, Bradford, Tailor. Dec 3 at 11. Off Rec, 31, Manor row, Bradford.  
 BOWLER, WILLIAM, Great Malvern, Fruiterer. Dec 8 at 11. County Court, Aylesbury.  
 BRADLEY, GEORGE, Salford, Lancs, Auctioneer. Dec 6 at 3. Off Rec, Ogden's chbrs, Bridge st, Manchester.  
 BUDDEN, GEORGE EDWARD, Landport, Hants, Bootseller. Dec 6 at 3. Off Rec, 166, Queen st, Portsea.  
 CLEMERSON, HENRY, Ilkeston, Derbyshire, Painter. Dec 6 at 12. Off Rec, St James's chbrs, Derby.  
 COOK, HENRY, Allington, nr Carisbrooke, Brick Maker. Dec 6 at 12. Off Rec, Newport, Isle of Wight.  
 COWLEY, HENRY, Allington, nr Chippenham, Wilt, Agricultural Machine Proprietor. Dec 6 at 11.45. B. H. Moore, County Court, York st, Bath.  
 DODGSON, JAMES, Northallerton, Yorks, Mason. Dec 3 at 11.30. Railway Hotel, Northallerton.  
 DONALD, DAVID, Victoria ter, Victoria rd, Surbiton, Baker. Dec 3 at 11. 28 and 39, St Swin's lane.  
 DYER, WILLIAM JAMES, Newport, Isle of Wight, Coach Maker. Dec 6 at 2. Off Rec, Newport, Isle of Wight.  
 EADY, GEORGE, Liverpool, Boot Dealer. Dec 7 at 2. Off Rec, 35, Victoria st, Liverpool.  
 EMBLE, JOHN JAMES, Thirsk, York, Physician. Dec 3 at 1. Strickland's Depot Hotel, Thirsk Junction, Thirsk.  
 EDWARDS, WILLIAM, Kidderminster, Miller. Dec 3 at 2.30. A. S. Thurstield, Solicitor, Kidderminster.

FURNEAUX, GEORGE WILLIAM, Penryn, Cornwall, Sailmaker. Dec 4 at 2.30. King's Arms Hotel, Penryn.  
 GAMLEN, WILLIAM GOULD BURLAND, Cheltenham, Outfitter. Dec 4 at 2.30. County Court, Cheltenham.  
 GASCOYNE, ROBERT, and ALEXANDER MACLEAN, Nottingham, Manufacturers of Enamelled Paper. Dec 3 at 12. Off Rec, 1, High pavement, Nottingham.  
 GELLENDER, JAMES WILLIAM, Newcastle on Tyne, Florist. Dec 7 at 2. Off Rec, Pink lace, Newcastle on Tyne.  
 GREEN, STEWART, & Co, Liverpool, Merchants. Dec 5 at 3. Off Rec, 25, Victoria st, Liverpool.  
 GREGORY, JOHN, Radford, Nottingham, Traveller. Dec 4 at 11. Off Rec, 1, High pavement, Nottingham.  
 GRIFFITHS, JOHN, Garthol, Cardigan, Farmer. Dec 3 at 12. Black Lion Hotel, Lampeter.  
 HAGAG, HENRY JAY, jun, West Hartlepool, Merchant. Dec 3 at 1.30. Off Rec, 21, Fawcett st, Sunderland.  
 HODGES, WILLIAM HENRY, Much Marcle, Hereford, Blacksmith. Dec 5 at 11. Off Rec, Worcester.  
 HOPKINS, HENRY, and LEVI HARDY, Bournemouth, Builders. Dec 6 at 1. Criterion Hotel, Bournemouth.  
 JONES, CHARLES, Cardiff, Hairdresser. Dec 4 at 11. Off Rec, 3, Crookherbtown, Cardiff.  
 KING, SARAH, Upper st, Islington, Livery Stable Keeper. Dec 3 at 12. Bankruptcy bldgs, Portual st, Lincoln's inn.  
 KINSEY, EDWARD, Cardiff, Grocer. Dec 4 at 12. Off Rec, 3, Crookherbtown, Cardiff.  
 KIRK, ARTHUR HENRY, Lewes, Sussex, Watchmaker. Dec 7 at 3. Bankruptcy bldgs, Portual st, Lincoln's inn.  
 MARSDEN, JOSEPH, Leeds, Shoemaker. Dec 4 at 11. Off Rec, 22, Park row, Leeds.  
 MOHLEY, WALTER, Nottingham, Joiner. Dec 3 at 11. Off Rec, 1, High pavement, Nottingham.  
 NUTTER, JOHN, Sevenoaks, Licensed Victualler. Dec 6 at 2.30. Spencer & Reeve, Mount Pleasant, Tunbridge Wells.  
 OLDBOYD, JOSEPH, Dewsbury, Yorks, out of business. Dec 3 at 2. Off Rec, Bank chbrs, Batley.  
 PACEARD, DANIEL, Stutton, Suffolk, Farmer. Dec 3 at 12. Off Rec, 2, Westgate st, Ipswich.  
 PARR, THOMAS, Eagle, Lincoln, Miller. Dec 7 at 11.30. Off Rec, 2, St Benedict sq, Lincoln.  
 PEARSON, ROBERT, Walton, nr Tadcaster, Yorks, Joiner. Dec 4 at 12. Off Rec, York.  
 PLANT, THOMAS, Bloxston, Oxford, Boot Manufacturer. Dec 4 at 11.30. Off Rec, 1, St Aldates, Oxford.  
 ROWE, WILLIAM, Cardiff, Glass Dealer. Dec 4 at 11.30. Off Rec, 3, Crookherbtown, Cardiff.  
 SHARP, THOMAS, Newcastle on Tyne, Painter. Dec 6 at 11. Off Rec, Pink lane, Newcastle on Tyne.  
 SPRINGATE, HENRY, Burgess hill, Sussex, Corn Dealer. Dec 7 at 11. Bankruptcy bldgs, Portual st, Lincoln's inn.  
 TAYLOR, GEORGE HENRY, and ALLEN TAYLOR, Nottingham, Spinners. Dec 6 at 11. Off Rec, 1, High pavement, Nottingham.  
 TEMPLE, JOHN, Teignmouth, Devon, Shipowner. Dec 4 at 1. London Hotel, Teignmouth.  
 THORNE, WILLIAM, Bournemouth, Ironmonger. Dec 6 at 3. Criterion Hotel, Bournemouth.  
 TILL, WILLIAM MAZE, Romney rd, West Norwood, Horticultural Potter. Dec 3 at 11. 34, Carey st, Lincoln's inn.  
 WALKER, JOHN, Taddington, Derbyshire, Farmer. Dec 4 at 2. Rutland Arms Hotel, Bakewell.  
 WEBSTER, SIMON, Ainsley, Leeds, Commission Agent. Dec 6 at 11. Off Rec, 22, Park row, Leeds.  
 WILLIAMS, EVAN, OWEN WILLIAMS, and ROBERT GRIFFITH HUMPHREYS, Kirkdale, nr Liverpool, Builders. Dec 7 at 3. Off Rec, 35, Victoria st, Liverpool.  
 WILKIN, GEORGE, Bournemouth, Livery Stable Keeper. Dec 3 at 11.45. Off Rec, Salisbury.  
 The following amended notice is substituted for that published in the London Gazette of Nov. 18.

## ADJUDICATIONS.

ALLCHIN, JOHN JAMES, Dartford, Kent, Builder. Rochester. Pet Nov 18. Ord Nov 24.  
 APPELBY, EDMUND JOHN, Little Pultney st, Wardour st, Draper. High Court. Pet Nov 12. Ord Nov 23.  
 BOWLEY, WILLIAM, Liverpool, Provision Dealer. Liverpool. Pet Nov 3. Ord Nov 24.  
 BUDDEN, GEORGE EDWARD, Landport, Hants, Bootseller. Portsmouth. Pet Nov 17. Ord Nov 20.  
 COOPER, WALTER, Ramsey, Hunts, Baker. Peterborough. Pet Nov 22. Ord Nov 24.  
 CRONIN, JOHN JOSEPH, Penzance, Cornwall, Bootmaker. Truro. Pet Nov 18. Ord Nov 24.  
 DANBRIDGE, F., Newgate st. High Court. Pet Nov 11. Ord Nov 22.  
 DORRIN, THOMAS PAUL, Emmett st, Limehouse, Ship Chandler. High Court. Pet Nov 6. Ord Nov 23.  
 DODD, HORATIO, Bishopsgate st, Merchant. High Court. Pet Sept 14. Ord Nov 23.  
 DONALDSON, ERNEST SAMUEL, Norwood rd, Tulse hill, Estate Agent. High Court. Pet Nov 13. Ord Nov 23.  
 EVANS, ENOCH, Treorkey, Glamorganshire, Grocer. Pontypidd. Pet Nov 22. Ord Nov 23.  
 FAWCETT, ALFRED, Burley in Wharfedale, Yorks, Farmer. Leeds. Pet Oct 22. Ord Nov 23.  
 FURNEAUX, GEORGE WILLIAM, Penryn, Cornwall, Sailmaker. Truro. Pet Nov 19. Ord Nov 24.  
 GLOVER, WILLIAM, Nottingham, Baker. Nottingham. Pet Nov 2. Ord Nov 22.  
 GREGORY, JOHN, New Basford, Nottingham, Traveller. Nottingham. Pet Nov 23. Ord Nov 24.  
 HARRISON, CAROLINE, Bath, Clothier. Bath. Pet Nov 2. Ord Nov 23.  
 HEARSHY, WILLIAM, Margate, Coal Merchant. Canterbury. Pet Oct 30. Ord Nov 23.  
 HODGES, WILLIAM HENRY, Much Marcle, Herefordshire, Blacksmith. Worcester. Pet Nov 24. Ord Nov 24.  
 HOPKINS, HENRY, and LEVI HARDY, Parkstone, Dorset, Builders. Poole. Pet Nov 22. Ord Nov 23.  
 JONES, MARIA ELLEN, Swansea, Grocer. Swansea. Pet Nov 20. Ord Nov 24.  
 KAY, JAMES, Manchester, Merchant. Manchester. Pet Oct 26. Ord Nov 24.  
 KERSHAW, WRIGHT, Kingston upon Hull, Mineral Water Manufacturer. Kingston upon Hull. Pet Nov 23. Ord Nov 23.  
 KINSEY, EDWARD, Cardiff, Grocer. Cardiff. Pet Nov 1. Ord Nov 20.  
 KIRK, ARTHUR HENRY, Lewes, Sussex, Watchmaker. Lewes and Bouthorne. Pet Nov 17. Ord Nov 24.  
 LITTLEWOOD, GEORGE FREDERICK, Sheffield, Licensed Victualler. Sheffield. Pet Nov 22. Ord Nov 23.  
 MARSDEN, WILLIAM JOSEPH, Great Staughton, Huntingdonshire, Baker. Bedford. Pet Nov 16. Ord Nov 23.

MATTHEW, JOSIAH, Aldham, Suffolk, Farmer. Ipswich. Pet Nov 5. Ord Nov 22  
 MORGAN, GEORGE, Hereford, Coach Builder. Hereford. Pet Nov 10. Ord Nov 22  
 MUTTON, CHARLES, Brighton, Lodging House Keeper. Brighton. Pet May 24. Ord Nov 22  
 NUTTER, JOHN, Crouch, nr Sevenoaks, Licensed Victualler. Tunbridge Wells. Pet Sept 29. Ord Nov 22  
 PEARSON, ROBERT, Walton, Yorks, Joiner. York. Pet Nov 22. Ord Nov 22  
 PLANT, THOMAS, Bicester, Oxford, Boot Manufacturer. Oxford. Pet Nov 15. Ord Nov 22  
 POOCK, GEORGE, Eastbourne, Butcher. Lewes and Eastbourne. Pet Nov 12. Ord Nov 20  
 RAYMENT, JAMES, Bethnal green rd, Greengrocer. High Court. Pet Oct 21. Ord Nov 24  
 SMITH, LEVI, Short Heath, nr Wolverhampton, Licensed Victualler. Wolverhampton. Pet Nov 2. Ord Nov 22  
 SMITH, WILLIAM SHALDEN, Alton, Hants, Major in Hants Regiment. Winchester. Pet Nov 24. Ord Nov 24  
 STEVENS, JESSE, Smarden, Kent, Farmer. Canterbury. Pet Nov 22. Ord Nov 24  
 TIGHE, JOHN AUGUSTUS, Landridge rd, Fulham pk, Retired Lieut. Colonel in Army. High Court. Pet Aug 22. Ord Nov 22  
 TOTTLE, HENRY, Clevedon, Somerset, Draper. Bristol. Pet Sept 30. Ord Nov 22  
 WALKER, JOHN, Taddington, Derby, Farmer. Derby. Pet Nov 23. Ord Nov 22  
 WRIXON, GEORGE, Bourne, Livery Stable Keeper. Poole. Pet Nov 19. Ord Nov 23

## ADJUDICATION ANNULLED.

MILL, ROBERT, Wye, Kent, Coffee House Keeper. Canterbury. Adjud April 6. Annul Nov 19

London Gazette.—TUESDAY, NOV 30.

## RECEIVING ORDERS.

ALLSEP, WILLIAM, Birmingham, Confectioner. Birmingham. Pet Nov 24. Ord Nov 25  
 ANDREW, THOMAS, jun, Clapton pl, Lower Clapton; Upholsterer. High Court. Pet Nov 25. Ord Nov 25  
 AUCKLAND, WILLIAM CARTWRIGHT, Marton, Lincolnshire, Butcher. Lincoln. Pet Nov 24. Ord Nov 24  
 BARLOW, SAMUEL CHARLES, Withernsea, Yorks, Licensed Victualler. Kingston upon Hull. Pet Nov 10. Ord Nov 25  
 BETHELL, ALFRED, Portwood, Cheshire, Licensed Victualler. Stockport. Pet Nov 26. Ord Nov 26  
 BLAKE, GEORGE FRANCIS, High st, Dorking, Confectioner. Croydon. Pet Nov 22. Ord Nov 22  
 BOUMFIELD, WILLIAM HENRY, Tetworth, Oxford, no occupation. Aylesbury. Pet Oct 28. Ord Nov 25  
 BREALEY, HENRY, High Holborn, Confectioner. High Court. Pet Nov 25. Ord Nov 25  
 CLAPHAM, THOMAS, and EMMA CLAPHAM, Scarborough, Lodging House Keepers. Scarborough. Pet Nov 15. Ord Nov 25  
 CLARIDGE, WILLIAM, Bow Brickhill, Buckinghamshire, Baker. Northampton. Pet Nov 24. Ord Nov 25  
 EDMUNDSON, THOMAS, Blackburn, Lancashire, Carrier. Blackburn. Pet Nov 25. Ord Nov 25  
 EVANS, ENOCH, Walsall, Builder. Walsall. Pet Nov 27. Ord Nov 27  
 FRANKTON, BRICE GRAHAM, Lordship park, Stoke Newington, Lathwood Merchant. High Court. Pet Nov 25. Ord Nov 25  
 FULLER, BENJAMIN, Saxthorpe, Norfolk, Farmer. Norwich. Pet Nov 27. Ord Nov 27  
 GAMBLIN, JAMES, Fareham, Hampshire, Builder. Portsmouth. Pet Nov 21. Ord Nov 27  
 GOLDSMITH, ALFRED, Lowestoft, Suffolk, General Dealer. Gt Yarmouth. Pet Nov 25. Ord Nov 25  
 GUEST, ROBERT, Westbromwich, Stafford, Beerhouse Keeper. Oldbury. Pet Nov 23. Ord Nov 25  
 HAROLD, GEORGE, Leicester, Boot Manufacturer. Leicester. Pet Nov 25. Ord Nov 25  
 JOHNSON, SAMUEL, jun, Luton, Beds, Straw Hat Manufacturer. Luton. Pet Nov 27. Ord Nov 27  
 JONES, ROBERT, Cheetham, Manchester, Art Metal Worker. Manchester. Pet Nov 24. Ord Nov 25  
 LANE, JAMES, Luton, Beds, Boot Maker. Luton. Pet Nov 26. Ord Nov 25  
 LAW, MONTAGUE WILLIAM, St Margaret's Mansions, Victoria st, Iron Building Contractor. High Court. Pet Nov 12. Ord Nov 27  
 LINNET, WILLIAM HENRY, West End lane, Kilburn, Building Material Dealer. High Court. Pet Nov 25. Ord Nov 25  
 MARRIOTT, THOMAS CAPTS, address unknown, Innkeeper. High Court. Pet Nov 23. Ord Nov 25  
 MACKIE, JAMES FURVILL, Dover, Pilot. Canterbury. Pet Nov 27. Ord Nov 27  
 MITCHELL, WILLIAM, Brenton, Devon, Farmer. Barnstaple. Pet Nov 26. Ord Nov 26  
 MUNGRAVE, ANDREW, Bailey, Yorks, out of business. Dewsbury. Pet Nov 27. Ord Nov 27  
 PARSONS, JAMES HERBERT, Fulham rd, Fulham, Draper. High Court. Pet Nov 25. Ord Nov 25  
 PHAIR, ERFREZER TAYLOR, Lincoln st, Mile End rd, Clerk. High Court. Pet Nov 25. Ord Nov 25  
 PHILLIPS, CHARLES, Illogan, Cornwall, Butcher. Truro. Pet Nov 26. Ord Nov 26  
 POWER, GEORGE CLEMENT, Aston juxta Birmingham, Corn Factor. Birmingham. Pet Nov 15. Ord Nov 25  
 REDGRAVE, CHARLES, Leeds, Coal Lender. Leeds. Pet Nov 26. Ord Nov 26  
 REYNOLDS, HERBERT, Colchester, Dealer. Colchester. Pet Nov 9. Ord Nov 27  
 RHODES, SHAW, Egremont, Cumberland, Grocer. Whitehaven. Pet Nov 24. Ord Nov 25  
 SENIOR, SAM, Bradford, Beerhouse Keeper. Bradford. Pet Nov 23. Ord Nov 25  
 SMALLWOOD, WILLIAM, Whitley, Yorks, Fishing Boat Owner. Stockton on Tees and Middlesbrough. Pet Nov 24. Ord Nov 24  
 SOWERSBY, WILLIAM FREDERICK, Hanbury st, Commercial st, Spitalfields, Walking Stick Manufacturer. High Court. Pet Nov 27. Ord Nov 27  
 SPICER, FRANK, Fleet, Hampshire, Farmer. Winchester. Pet Nov 25. Ord Nov 25  
 STYLES, JOHN, Chiddingfold, Sussex, Farmer. Lewes and Eastbourne. Pet Nov 27. Ord Nov 27  
 TILBROOK, WILLIAM, Studly Camps, Cambridgeshire, Farmer. Cambridge. Pet Nov 27. Ord Nov 27  
 WALKER & Co, Ballater rd, Brixton, Dealers in India Rubber. High Court. Pet July 22. Ord Nov 25  
 WAT, ROBERT ALFRED, Victoria Docks, Essex, Coppermith. High Court. Pet Nov 12. Ord Nov 25  
 WHILEY, GEORGE, Nottingham, Skirtmaker. Nottingham. Pet Nov 27. Ord Nov 27  
 WHITNEY, CLEMENT, Walsall, Brushmaker. Walsall. Pet Nov 25. Ord Nov 25  
 WHITE, WILLIAM GEORGE, Atherley, Surrey, Engineer. Croydon. Pet Nov 25. Ord Nov 25  
 WOODWARD, HAROLD, Margate, Cook. Canterbury. Pet Nov 26. Ord Nov 26

The following Amended Notice is substituted for that published in the London Gazette, Nov. 13.  
 LUNNON, DAVID, King's Langley, Hertford, Clerk. St Albans. Pet Oct 22. Ord Nov 5

## RECEIVING ORDER RESCINDED.

PETTON, ALEXANDER HAMPTREED, Liverpool, Glass Dealer. Liverpool. Ord June 2. Resc Oct 29

## FIRST MEETINGS.

AUCKLAND, WILLIAM CARTWRIGHT, Marton, Lincolnshire, Butcher. Dec 14 at 12. Off Rec. 2, St Benedict's sq, Lincoln  
 BARLOW, SAMUEL CHARLES, Withernsea, Yorks, Licensed Victualler. Dec 14 at 2. Hull Incorporated Law Society, Lincoln's inn bldgs, Bowdley lane, Hull  
 BETHELL, ALFRED, Portwood, Cheshire, Licensed Victualler. Dec 9 at 10.30. Off Rec, County chbrs, Market pl, Stockport  
 BILBOUGH, JAMES, and EDWARD CROWTHER, Leeds, Woollen Makers. Dec 7 at 2.30. Off Rec, 22, Park row, Leeds  
 BROWN, JAMES, St Chad, Lichfield, Farmer. Dec 8 at 12.15. Swan Hotel, Lichfield  
 BRAY, PETER, Leeds, Carting Agent. Dec 7 at 11. Off Rec, 22, Park row, Leeds  
 BROWN, WILLIAM, Nottingham, Fruiterer. Dec 9 at 11. Off Rec, 1, High pavement, Nottingham  
 BULLOCK, JOSEPH LOMAS, a Prisoner at Millbank, Estate Agent. Dec 8 at 12. Off Rec, 1, High pavement, Nottingham  
 CULLEN, PHILIP SIBSON, City road, St Lukes, Frilling Manufacturer. Dec 7 at 11. 32, Carey st, Lincoln's inn  
 CHAPMAN, THOMAS, and EMMA CLAPHAM, Scarborough, Lodging House Keepers. Dec 10 at 11.30. Off Rec, 74, Newborough st, Scarborough  
 COOK, JAMES ABRAHAM, Margaret st, Regent st, Clerk. Dec 8 at 2.30. 33, Carey st, Lincoln's inn  
 COLEMAN, JOHN, Udimore, Sussex, Farmer. Dec 8 at 2. Gansden & Dawson, 40, Roberton st, Haverstock, London  
 COOPER, WALTER, Ramsey, Huntingdonshire, Baker. Dec 14 at 12. County Court, Peterborough  
 DANDRIDGE, F., Newgate st. Dec 8 at 12. 33, Carey st, Lincoln's inn  
 DAVIES, JOHN, and DANIEL DAVIES, Brynmawr, Brecon, Grocers. Dec 8 at 12. Off Rec, 12, Tredegar pl, Newport, Mon  
 EVANS, ENOCH, Treorkey, Glamorgan, Grocer. Dec 9 at 12. Off Rec, Merthyr Tydfil  
 GAMBLIN, JAMES, Fareham, Hampshire, Builder. Dec 10 at 12. 103, Queen st, Portsmouth  
 GARROD, JOHN, Vine rd, East Molesey, Gent. Dec 9 at 11. 29 and 29, St Swithin's lane  
 GOODRICH, EDWIN ARTHUR, Sheffield, Hatter. Dec 8 at 11.30. Off Rec, Ogden's chbrs, Bridge st, Manchester  
 GRIFFITHS, ELIZABETH, Liverpool, Fruit Dealer. Dec 9 at 2.30. Off Rec, 25, Victoria st, Liverpool  
 GRIM, FRANK ROBERT JOHANNES, Mincing lane, Tea Broker. Dec 8 at 2.30. Bankruptcy bldgs, Portugal st, Lincoln's inn  
 HAROLD, GEORGE, Leicester, Boot Manufacturer. Dec 9 at 12.30. 28, Friar lane, Leicester  
 HILL, FRITZ, Heathfield House, Ch'swick. Dec 7 at 11. 28 and 29, St Swithin's lane  
 HOLEHOUSE, TOM, and WILLIAM HOLEHOUSE, Chesterfield, Derby, Bootmakers. Dec 7 at 2. Off Rec, St James's chbrs, Derby  
 KERSHAW, WRIGHT, Kingston upon Hull, Mineral Water Manufacturer. Dec 7 at 2. Off Rec, Lincoln's inn bldgs, Bowdley lane, Hull  
 KING, CHARLES JOSEPH, Red Lion sq, Hairdressers' Sundryman. Dec 9 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn  
 LEAVER, GEORGE, Leicestershire, Chellington, Bedfordshire, Farmer. Dec 12 at 11. 8, St Paul's sq, Bedford  
 LITTLEWOOD, GEORGE FREDERICK, Sheffield, Licensed Victualler. Dec 8 at 11.30. Off Rec, Figtree lane, Sheffield  
 MAYALL, FRANCIS (sep estate), Great Grimsby, Fish Curer. Dec 8 at 12.30. Off Rec, 3, Haven st, Great Grimsby  
 MAYALL, FRANCIS, and SAMUEL MAYALL, Great Grimsby, Fish Curers. Dec 8 at 12. Off Rec, 3, Haven st, Great Grimsby  
 MAYALL, SAMUEL (sep estate), Great Grimsby, Fish Curer. Dec 8 at 12.30. Off Rec, 3, Haven st, Great Grimsby  
 MARRIOTT, WILLIAM JOSEPH, Great Staughton, Bedfordshire, Baker. Dec 15 at 10.30. 8, St Paul's sq, Bedford  
 MCMEEKIN, MALCOLM, Featherstone bldgs, Holborn, Lithographic Printer. Dec 7 at 2.30. 33, Carey st, Lincoln's inn  
 MILLS, JOHN ALFRED, Broadway, Hammersmith, Tailor. Dec 9 at 2.30. Bankruptcy bldgs, Portugal st, Lincoln's inn  
 MORGAN, DAVID, Cadroxton, nr Cardiff, Draper. Dec 9 at 2.30. Off Rec, Corn st, Newport  
 NEWBOTE, CATHERINE, Markham sq, Chelsea, Milliner. Dec 7 at 12. 33, Carey st, Lincoln's inn  
 ORRILL, EDWARD, Bodicote, nr Banbury, Farmer. Dec 10 at 10. Red Lion Hotel, Banbury  
 PARR, CHARLES, Leadenhall st, Solicitor. Dec 8 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn  
 PEMBLETON, SAMUEL, Arnold, Nottingham, Hosier. Dec 9 at 12. Off Rec, 1, High pavement, Nottingham  
 RHODES, SHAW, Egremont, Cumberland, Grocer. Dec 9 at 2. 67, Duke st, Whitehaven  
 ROUSE, JOHN MORRIS, and EDWARD CLARKE, Stamford, Lincoln, Builders. Dec 14 at 1. County Court, Peterborough  
 SMITH, WILLIAM SHALDEN, Alton, Hampshire, a Major in Hampshire Regiment. Dec 8 at 3. Off Rec, 74, High st, Winchester  
 SORETTON, THOMAS J, Morpeth rd, South Hackney, Brewers' Agent. Dec 7 at 11. 33, Carey st, Lincoln's inn  
 SNUGGS, CALLED WILLIAM ALFRED, Frimley, Surrey, Fishmonger. Dec 8 at 12.15. Townhall, Farnham, Surrey  
 SNUGGS, GEORGE SAMUEL FREDERICK, and CALLED WILLIAM ALFRED SNUGGS, Frimley, Surrey, Fishmongers. Dec 8 at 12.15. Townhall, Farnham, Surrey  
 SNUGGS, GEORGE SAMUEL FREDERICK, Frimley, Surrey, Fishmonger. Dec 9 at 12.15. Townhall, Farnham, Surrey  
 SPICER, FRANK, Fleet, Hampshire, Farmer. Dec 10 at 2. Old Masonic Hall, Church st, Basingstoke  
 STAFFORD, WILLIAM, Westow hill, Upper Norwood, Bootmaker. Dec 8 at 2. 100, Victoria st, Westminster  
 STEPHENS, JESSE, Smarden, Kent, Farmer. Dec 7 at 2. Off Rec, 11, Bank st, Ashford  
 STOCKS, ALFRED, and ROBERT HICKINGBOTHAM, Nottingham, Joiners. Dec 8 at 11. Off Rec, 1, High pavement, Nottingham  
 TANTON, JOHN, address unknown, Farmer. Dec 8 at 11.30. Off Rec, 74, Newborough st, Scarborough  
 TIGHE, JOHN AUGUSTUS, Landridge rd, Fulham, Lieutenant-Colonel. Dec 9 at 11. 33, Carey st, Lincoln's inn  
 WATSON, JOHN DOUGLAS, Lantine gdns, Battersea pk, Surgeon. Dec 8 at 12. 102, Victoria st, Westminster  
 WESTBURY, CLEMENT, Walsall, Brush Maker. Dec 9 at 11.15. Off Rec, Walsall  
 WOODWARD, HAROLD, Margate, Cook. Dec 9 at 11. 53, High st, Margate

The following amended notice is substituted for that published in the London Gazette of Nov 28.  
 BOWLES, WILLIAM, Gt Marlow, Fruiterer. Dec 8 at 11. County Court, Aylesbury

## ADJUDICATIONS.

AINLEY, ANDREW, Leeds, Builder. Leeds. Pet Nov 18. Old Nov 22  
 ANDREWS, THOMAS, Jun, Clapton pl, Lower Clapton, Upholsterer. High Court. Pet Nov 25. Old Nov 26  
 ARCHER, ALBERT JAMES, Coalville, Leicester, Commercial Traveller. Burton on Trent. Pet Nov 4. Old Nov 24  
 ARMISTEAD, HENRY, Heckmondwike, Yorks, Wool Dealer. Dewsbury. Pet Nov 18. Old Nov 26  
 AUGLAND, WILLIAM CARFWEIGHT, Marston, Lincoln, Butcher, Lincoln. Pet Nov 24. Old Nov 24  
 BARLOW, SAMUEL CHARLES, Withernsea, Yorks, Licensed Victualler. Kingston upon Hull. Pet Nov 10. Old Nov 27  
 BETHELL, ALFRED, Portwood, Cheshire, Licensed Victualler. Stockport. Pet Nov 25. Old Nov 26  
 BLAKE, GEORGE FRANCIS, High st, Dorking, Confectioner. Croydon. Pet Nov 22. Old Nov 22  
 BRADLEY, GEORGE, Salford, Lancashire, Auctioneer. Salford. Pet Nov 21. Old Nov 27  
 BROWN, JAMES, St Chad, Lichfield, Farmer. Walsall. Pet Nov 23. Old Nov 25  
 BRAY, PETER, Leeds, Carriage Agent. Leeds. Pet Nov 20. Old Nov 25  
 CLARIDGE, WILLIAM, Bow Brickhill, Buckingham, Baker. Northampton. Pet Nov 26. Old Nov 26  
 COLLETTE, CHARLES, Torquay, Theatrical Lessee. Exeter. Pet Oct 15. Old Nov 26  
 DOTTRELL, HENRY, Caisterbury rd, Croydon, Builder. Croydon. Pet Oct 2. Old Nov 25  
 EDWARDS, JOHN, Birmingham, Beer Retailer. Birmingham. Pet Nov 20. Old Nov 25  
 EVANS, Enoch, Walsall, Builder. Walsall. Pet Nov 27. Pet Nov 27  
 GARROD, JOHN, East Molesey Surrey, Gent. Kingston, Surrey. Pet Nov 10. Old Nov 25  
 GARDNER, ROBERT, and ALEXANDER MACLEAN, Nottingham, Manufacturers of Enamelled Papers. Nottingham. Pet Sept 30. Old Nov 26  
 GILLENDER, JAMES WILLIAM, Newcastle on Tyne, Florist. Newcastle on Tyne. Pet Nov 23. Old Nov 27  
 GRIFFITHS, ELIZA, Liverpool, Fruit Dealer. Liverpool. Pet Nov 19. Old Nov 26  
 HAGAN, HENRY JAY, West Hartlepool, Ale Merchant. Sunderland. Pet Nov 18. Old Nov 25  
 HILLS, FRANK, Chiswick, Brentford. Pet Aug 19. Old Nov 25  
 HOUGHTON, RAPHAEL, Newport, Mon, Draper. Newport, Mon. Pet Nov 9. Old Nov 25  
 LEE, THOMAS, Newport, Salop, Draper's Assistant. Stafford. Pet Nov 12. Old Nov 25  
 MACKIE, JAMES BUEVILL, Dover, Pilot. Canterbury. Pet Nov 27. Old Nov 27  
 MAKEPEICE, WILLIAM HENRY, Great Yarmouth, Tailor. Great Yarmouth. Pet Nov 23. Old Nov 27  
 MARSDEN, JOSEPH, Leeds, Shoemaker. Leeds. Pet Nov 20. Old Nov 25  
 NELSON, JOHN, Gorleston, Suffolk, Boat Owner. Great Yarmouth. Pet Nov 5. Old Nov 25  
 OLDFORD, JOSEPH, Dewsbury, Yorks, out of business. Dewsbury. Pet Nov 18. Old Nov 25  
 RICHES, CHARLES, Leeds, Coal Dealer. Leeds. Pet Nov 26. Old Nov 26  
 RHODES, SHAW, Egremont, Cumberland, Grocer. Whitehaven. Pet Nov 24. Old Nov 25  
 SHARP, THOMAS, Newcastle on Tyne, Painter. Newcastle on Tyne. Pet Nov 22. Old Nov 27

SHEPHERD, GEORGE, Church st, House Decorator. Croydon. Pet Oct 13. Old Nov 24  
 SMITH, VINCENT, St John's rd, Hoxton, Box Manufacturer. High Court. Pet Nov 18. Old Nov 26  
 SPARE, W. SWALEY, Shanklin, Isle of Wight, Gent. High Court. Pet Sept 26. Old Nov 26  
 STONE, WILLIAM, Birmingham, Grocer. Birmingham. Pet Nov 23. Old Nov 25  
 THOMAS, HARRIETT LOUISA, Presteign, Radnorshire, Licensed Victualler. Leominster. Pet Oct 7. Old Nov 25  
 THOMPSON, NATHAN, Southampton bldgs, Canmore lane, Gent. High Court. Pet June 8. Old Sept 4  
 TILBROOK, WILLIAM, Shudy Camps, Cambridgeshire, Farmer. Cambridge. Pet Nov 27. Old Nov 27  
 WEAVER, DANIEL, and ALICE JANE WEAVER, Dudley, Milliners. Dudley. Pet Nov 18. Old Nov 22  
 WHITE, THOMAS, Henley on Thames, Fishmonger. Reading. Pet Sept 15. Old Nov 25  
 WILLIAMS, EVAN, OWEN WILLIAMS, and ROBERT GRIFFITH HUMPHREYS, Kirkdale, Liverpool, Builders. Liverpool. Pet Oct 28. Old Nov 26  
 WYATT, AUGUSTUS, St Benet pl, Gracechurch st. High Court. Pet Oct 14. Old Nov 26

## SALES OF ENSUING WEEK.

Dec. 4.—Messrs. WEATHERAL & GREEN, at the Mart, at 2 p.m., Reversions (see advertisement, Nov. 5, p. 6).  
 Dec. 5.—Messrs. BAKER & SONS, at Forest Gate, at 6 for 7 p.m., Freshold Building Land (see advertisement, Nov. 27, p. 4).  
 Dec. 6.—Messrs. C. and F. RUTLEY, at the Mart, at 2 p.m., Leasehold Properties (see advertisement, Nov. 27, p. 4).  
 Dec. 9.—Messrs. STANLEY R. ROBINSON & Co., at the Mart, at 2 p.m., Shares (see advertisement, Nov. 27, p. 4).

## BIRTHS, MARRIAGES, AND DEATHS.

**BIRTHS.**  
 FRIDHAM.—Nov. 25, at No. 4, Balmoral-place, Plymouth, the wife of Edmund Fridham, solicitor, of a son.  
 STUBBS.—Nov. 24, at The Laurels, Old London-road, Hastings, the wife of William Stubbs, solicitor, of a daughter.  
**DEATHS.**  
 ASHWIN.—Nov. 22, at Elm-court, Temple, Stephen Godfrey Ashwin, solicitor, of 5 Brick-court, Temple, aged 48.  
 CLARK.—Nov. 31, at 19, Royal York-crescent, Clifton, John Clark, advocate in Ayr-shire.  
 KEARY.—Nov. 28, at Stoke-upon-Trent, William Keary, of Oakhill, Stoke-upon-Trent, solicitor, aged 70.  
 THROWER.—Nov. 23, Ernest Thrower, late of 4, Cleveland-terrace-gardens, Kensington, aged 36.

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**THE STANDARD LIFE ASSURANCE COMPANY**—Established over 60 years ago—possesses Invested Funds to the amount of £4 Millions Sterling, and has an Annual Revenue of £900,000.  
Policies granted for large or small sums, making provision for retirement in old age or death.  
Annuities also granted on favourable terms.  
London: 83, King William-street, E.C., and 3, Pall Mall East, S.W.

**LONDON ASSURANCE CORPORATION.**  
Established by Royal Charter, A.D. 1790.  
No. 7, ROYAL EXCHANGE, and 42A, FLEET STREET.  
Marine, Fire, and Life Assurances have been granted by the Corporation for more than a century and a half.  
Funds in hand exceed £3,400,000.

**NORTHERN ASSURANCE COMPANY.**  
Established 1835.  
LONDON: 1, Moorgate-street, E.C. ANNEBURN: 1, Union-terrace.  
**INCOME & FUNDS (1885):**  
Fire Premiums... £577,000  
Life Premiums... 191,000  
Interest... 123,000  
Accumulated Funds... £2,134,000

**REVERSIONARY and LIFE INTERESTS IN LANDED or FUNDED PROPERTY** or other Securities and Annuities PURCHASED, or Loans or Annuities thereon granted, by the EQUITABLE REVERSIONARY INTEREST SOCIETY (LIMITED), 10, Lancaster-place, Waterloo Bridge, Strand. Established 1835. Capital, £200,000. Interest on Loans may be capitalized.  
F. S. CLAYTON, } Joint  
O. H. CLAYTON, } Secretaries

**CIVIL SERVICE CO-OPERATIVE SOCIETY, LIMITED.**  
The new Price List is now ready, and will be forwarded on application to the SECRETARY, 28, Haymarket, London, S.W.

**ESTABLISHED 1861.**  
**BIRKBECK BANK.**—Southampton-buildings, Chancery-lane.  
THREE per CENT. INTEREST allowed on DEPOSITS, repayable on demand.  
TWO per CENT. INTEREST on CURRENT ACCOUNTS calculated on the minimum monthly balances, when not drawn below £100.  
The Bank undertakes for its Customers, free of Charge, the Custody of Deeds, Writings, and other Securities and Valuables; the collection of Bills or Exchange, Dividends, and Coupons; and the purchase and sale of Stocks, Shares, and Annuities. Letters of Credit and Circular Notes issued.  
The BIRKBECK ALMANACK, with full particulars, post-free, on application.  
FRANCIS RAVENSCROFT, Manager.

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